2252.

SUPREME COURT OF THE UNITED STATES.

No. 149.

TRISTRAM CLARK, ROYAL WILLIAMS, EBENEZER McCLELLAN, THOS. McCLELLAN, AND JAMES R. S. WILLIAMS, CLAIMANTS OF THE BARQUE SUSAN W. LIND, APPELLANTS,

vs.

NATHANIEL BARNWELL AND JAMES RAVENEL.

APPEAL FROM THE CIRCUIT COURT, U. S., FOR SOUTH CAROLINA.

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[Gibson, Print.]

Pleas before the honorable Robert B. Gilchrist, judge of the district court of the United States, for the South Carolina district.

It is thus contained:

Be it remembered, that on the thirty-first day of May, anno domini one thousand eight hundred and forty-eight, comes into the said court Memminger & Jervey, esquires, attorneys of the said court, and exhibits the libel of Nathaniel Barnwell and James Ravenel, copartners, trading under the firm of Barnwell & Ravenel, against the barque Susan W. Lind, whereof Tristram Clark is master, and the same being read and filed is in the words following, to wit:

Libel.

The libel and complaint of Nathaniel Barnwell and James Ravenel, copartners, trading under the firm of Barnwell & Ravenel, against the ship Susan W. Lind, (whereof Tristram Clark is master,) her tackle, apparel, and furniture, and against the said Tristram Clark, and also against all persons lawfully intervening for their interest in the said ship, in a cause of contract, civil and maritime; and thereupon the said libellants allege and articulately propound as follows:

First. That on or about the fourth day of March, one thousand eight hundred and forty-eight, the said ship, Susan W. Lind, being at Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston, in the State of South Carolina, these libellants caused to be shipped on board the said ship Susan W. Lind, whereof the said Tristram Clark then was master, as aforesaid, divers goods, wares, and merchandise, then in good order and condition, of great value, to wit, of the value of about six thousand one hundred and thirty-two dollars, as by the invoice thereof in the hands of these libellants' proctors, and ready to be produced to this honorable court whenever required, will more fully appear, to be taken care of and safely and securely carried and conveyed, in and on board of the said ship, from Liverpool to Charleston aforesaid, and there safely and securely delivered, in the like good *good* order and condition, to these libellants, (the dangers and accidents of the seas and navigation excepted,) they paying certain freight therefor, as by the said bill of lading of said goods, wares, and merchandise, signed by the said Tristram Clark, master aforesaid, in the hands of libellants' proctors, and ready to be produced to this honorable court whenever required, reference being thereunto had will more fully appear.

Second. That afterwards, to wit, on or about the fourteenth day of March, eighteen hundred and forty-eight, the said ship Susan W. Lind having on board the said goods, wares, and merchandise, set sail from Liverpool aforesaid, and on the thirteenth day of May, one thousand eight hundred and forty-eight, arrived at the said port of Charleston,

and the said goods, wares, and merchandise were soon after delivered to these libellants, with the exception of a few things, for which, if lost, their full value will be claimed.

Third. That the said goods, wares, and merchandise were not taken care of, and safely and securely carried and conveyed in the said ship, and safely and securely delivered to these libellants at the said port of Charleston, according to the tenor and effect of the said bill of lading; but, on the contrary, although no injury accrued from any dangers or accidents of the seas, or of navigation, the said goods, wares, and merchandise were so badly taken care of by the said master, that through the neglect, fault, and mismanagement of the said master, the said goods, wares, and merchandise were greatly injured and damaged, to wit, to the amount of three thousand and sixty-six dollars.

Fourth. That the said Tristram Clark, master as aforesaid, has not paid these libellants any part of the said sum of three thousand and sixty-six dollars, although often requested thereto, and now utterly neglects and refuses so to do, to the damage of these libellants the full sum of

Fifth. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable court; in verification whereof, if denied, these libellants crave leave to refer to the depositions and other proofs to be by them exhibited in this case.

Wherefore these libellants pray that process in due form of law, according to the course of courts of admiralty and of this honorable court, in causes of admiralty and maritime jurisdiction, may issue against the said ship Susan W. Lind, her tackle, apparel, and furniture, wheresoever the same may be found; and that the said Tristram Clark, and all persons having or pretending to have any right, title, or interest in the said ship, may be cited to appear and answer all and singular the matters articulately propounded. And that this honorable court would be pleased to pronounce for the damages aforesaid, and to decree such other relief to the libellants as shall to law and justice appertain; and also to condemn the said ship, her tackle, apparel, and furniture, and the said Tristram Clark, and all other persons intervening for their interest in the said ship, in costs.

"MEMMINGER & JERVEY,"
Libellants' proctors.

"JAMES RAVENEL."

Sworn to before me, the 31st May, 1848.
"H. Y. GRAY," *District clerk.*

Let a warrant of arrest issue returnable to-morrow, the 1st of June next, at 12 o'clock, m.

"R. B. GILCHRIST,"
D. J.

At chambers, 31st May, 1848.

Warrant.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to the marshal of the court of admiralty for the district aforesaid, or to his lawful deputy, greeting:

You are hereby commanded, without delay, to arrest the barque Susan W. Lind, her tackle, apparel, and furniture, Tristram Clark, master, in whose possession soever she may be found within the jurisdiction of this said court, and to cite the said Tristram Clark, master, and all other persons whomsoever, having or pretending to have any right, title, claim, or interest therein, to be and appear before the honorable R. B. Gilchrist, the judge of the said court, at the court-house in Charleston, on Thursday, the first day of June next, at 12 o'clock, m., to answer to the libel and complaint of Barnwell & Ravenel, merchants of Charleston, in a certain cause of admiralty jurisdiction.

Witness the honorable R. B Gilchrist, judge of the court at Charleston, the 31st day of May, in the year of our Lord [L. S.] one thousand eight hundred and forty-eight, and of the sovereignty and independence of the United States of America the 72d year.

MEMMINGER & JERVEY,
Proctors for Actor.

H. Y. GRAY, *Dist. clk.*

Thursday, 1st June, 1848. Present, his honor R. B. Gilchrist.

The marshal having returned the warrant of arrest in this case as duly served; ordered that a monition issue, returnable on the 16th of June instant, at 11 o'clock, a. m.; and that in addition to the usual service and publication of the monitions, copies of the same be transmitted by mail, by the marshal, to the reputed owners of the vessel.

Monition.

THE UNITED STATES OF AMERICA,
South Carolina district.

In the court of admiralty of the United States of America, for South Carolina district.

The United States of America, to Thomas D. Coudy, esq., marshal of the United States for the district aforesaid, or his lawful deputy, greeting:

You and each of you are hereby commanded, without delay, to cite and admonish, and these are, therefore, to cite and admonish, all per-

sons in general who have, or pretend to have, any right, title, claim, interest, property, or demand whatsoever, in, to, or out of the ship Susan W. Lind, Tristram Clark, master, her tackle, apparel, and furniture, &c., against which a libel hath been exhibited and filed in the said court by Barnwell and Ravenel in a cause of admiralty and maritime jurisdiction, that they be and appear before the honorable R. B. Gilchrist, judge of the said court, at a court to be holden at the federal court-house, on the sixteenth day of June, instant, at 11 o'clock, a. m., to show cause, if any they have, why the prayer of the said libel should not be granted; and whatsoever you shall do in the premises, you shall duly certify unto the judge aforesaid, at the time and place aforesaid, together with these presents.

Witness the honorable R. B. Gilchrist, judge of the said court, at Charleston, the first day of June, in the year of our Lord one thousand eight hundred and forty-eight.

MEMMINGER & JERVEY,
Libellants' proctors.

H. Y. GRAY, *Dist. Cl'k.* [L. S.]

Friday, 16th June, 1848. Present, his honor, R. B. Gilchrist.

The marshal returned the monition in this case, as follows, viz:

I do hereby certify, to the honorable R. B. Gilchrist, that I have served true copies of the within process personally upon E. Menlove & Co., consignees of the barque Susan W. Lind, and upon Tristram Clark, master thereof; that I have transmitted, by mail of 2d June, 1848, copies of this process to Royal Wiliams, Thomas McLellan, Ebenezer McLellan, and James R. S. Williams, part owners of the said barque; and that I have also published the same in the Charleston Courier, and posted a copy thereof at the door of the court-house according to law.

"THOS. D. COUDY,"
U. S. marshal, So. Ca. dist., 16th June, 1848.

Proved before me, this 16th June, 1848.
H. Y. GRAY, *Dist. Cl'k.*

Claims.

UNITED STATES OF AMERICA,
District of South Carolina.

In the admiralty. To the honorable R. B. Gilchrist, judge of the district court of the United States, for the district of South Carolina.

In the matter of the libel of Nathaniel Barnwell and James Ravenel, copartners, trading under the firm of Barnwell & Ravenel, against the barque Susan W. Lind, and Tristram Clark, master.

And now comes here into court Tristram Clark, of Biddeford, in the State of Maine, master of the barque Susan W. Lind aforesaid, now

lying in the port of Charleston, South Carolina, for himself, master as aforesaid, and part owner, and for and in behalf of Royal Williams, Ebenezer McLellen, Thomas McLellen, and James R. S. Williams, of the city of Portland, in the said State of Maine, merchants, who are the remaining part owners of the said barque, intervening for their several and joint interests in the barque aforesaid, her tackle, apparel, and furniture, and respectfully represents to this honorable court, that a libel has been filed in said court, in a cause, civil and maritime, against the said barque and her appurtenances, and the said master thereof; which said barque is now in the custody of the marshal of this honorable court; and for the protection of the several and joint interests of the said owners, not admitting the several allegations in the said libel to be true, claims the said barque, her tackle, apparel, and furniture; and therefore prays this honorable court that it would be pleased to admit your petitioner to defend all and singular the claims of said libellants, and that this honorable court would be pleased to decree restitution of the same to him for the benefit of the said owners thereof, and otherwise right and justice to administer in the premises.

"TRISTRAM CLARK,"
Master of barque Susan W. Lind.

Sworn to before me, this 13th day of June, 1848.
"H. Y. GRAY," *Dist. Cl'k.*

Answer of Captain.

THE UNITED STATES OF AMERICA,
South Carolina district.

In admiralty. To the honorable R. B. Gilchrist, judge of the district court of the United States, for the district of South Carolina.

In the matter of the barque Susan W. Lind, against which a libel has been filed in this honorable court by Barnwell and Ravenel.

And now Tristram Clark, now and late master of the said barque Susan W. Lind, who has been impleaded with the owners thereof, appears before this court, and for himself alone as master of the said barque, for answer to the libel and complaint of Barnwell and Ravenel against the said barque, and also against the said Tristram Clark, individually and personally, as master thereof, articulately propounds, as follows:

First. That the respondent now is, and was at the time alleged in the articles of the said libel, master of the said barque Susan W. Lind, then lying and being in the port of Liverpool, England; that this respondent did, while at Liverpool aforesaid, receive on board the said barque Susan W. Lind, divers goods, wares, and merchandise, apparently in good order, so far as any external appearances indicated; and the said goods, wares, and merchandise, above referred to in the first article of the libel aforesaid, were carefully put on board, and well and

securely stowed, dunnaged, and packed in the between decks of the after part of the said barque, the said barque having two decks, from the stern to about midships; that the said goods were stowed according to the approved usage of other vessels laden at the said port and bound on a like voyage; that the said barque was in all respects, at the time of her departure from Liverpool, tight, staunch, strong, and sound, and was well manned and fitted out, had her hatches well and sufficiently caulked and covered, and fully capable of carrying the cargo put on board of her.

Second. That afterwards, to wit, on the fourteenth day of March last, this respondent as master, with the rest of the barque's company, did set sail in and with the said barque from Liverpool, and bound for the port of Charleston, South Carolina, and arrived at the port last mentioned on the thirteenth day of May last; that the barque experienced on her voyage severe squalls of wind, hail, and rain, making heavy seas, which caused the barque to roll and ship a great deal of water.

Third. This respondent denies that the said goods were badly taken care of by him, as alleged by the said libellants in the third article of their said libel, and insists that the same were so well taken care of, so carefully put on board, and so safely and securely stowed, dunnaged, and packed, that they could not have been injured by any neglect, fault, or mismanagement of this respondent; and if any attempt is made to charge this respondent personally with any such injury or damage, he will require the same to be fully proved.

Fourth. That the said goods, wares, and merchandise, or the boxes which contained the same, were dry and in good order, and were in the same condition when they were delivered to the said libellants as when they were received on board the said barque; and if the contents of the said boxes were found in an injured state when said boxes were opened, such injury must either have existed, or originated in causes which existed, before they were put on board said barque, although not exhibited by the external appearance of the boxes; or the same was caused by the effects of the dampness of the atmosphere to which all vessels, however tight and staunch, with cargoes well and sufficiently stowed, are exposed on as long and boisterous a passage as was experienced by the barque Susan W. Lind.

Fifth. And this respondent avers, that in the loading, stowing, navigating, and conducting the said barque, during the said voyage, he and his officers and mariners conducted themselves in a seamanlike manner; and insists that should any injury appear to this honorable court to have happened to the goods, wares, and merchandise, referred to in the libel aforesaid, the same ought to be borne by the libellants, or by whomsoever else it shall or may concern, the same having occurred, not from any insufficiency of the said barque, or any neglect, fault, or mismanagement of this respondent, his officers or mariners.

Sixth. That all and singular the premises are true; in verification

whereof, if denied, this respondent craves leave to refer to the depositions and other proofs to be by him excluded in the cause.

Wherefore this respondent prays, that this honorable court would please to pronounce against the libel aforesaid, and to condemn the libellants in costs, and otherwise right and justice to administer in the premises.

"TRISTRAM CLARK."

Sworn to before me, this 19th June, 1848.

"H. Y. GRAY," *Dist. Cl'k.*

Answer of owners.

UNITED STATES OF AMERICA,
South Carolina district.

To the honorable R. B. Gilchrist, judge of the United States for the district of South Carolina.

In the matter of the barque Susan W. Lind, against which a libel has been filed in this honorable court by Barnwell & Ravenel.

And now comes here Tristram Clark, master of the said barque Susan W. Lind, who has filed his claim as part owner of the said barque, and on behalf of Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams, all of Portland, in the State of Maine, the other part owners of the said barque Susan W. Lind, and for answer to the said libel of Barnwell and Ravenel, against the said barque, on behalf of himself and of the said other owners, articulately propounds as follows:

First. That this respondent, and the said Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams, are the true and lawful owners of the said barque Susan W. Lind, now lying in the port of Charleston, in the district aforesaid.

Second. That divers goods, wares, and merchandise, in good order, so far as any external appearances indicated, were received on board the said barque, Susan W. Lind, on or about the fourth day of March last, by this respondent, Tristram Clark, who then was master thereof, the said barque then being in the port of Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston aforesaid; and that some portion of the said goods, wares, and merchandise were the goods, wares, and merchandise referred to by the libellants in the first article of their said libel; which last mentioned goods, wares, and merchandise were carefully taken on board, and well and securely stowed, dunnaged, and packed, between decks in the after part of the said barque; that all and singular the goods, wares, and merchandise, and cargo, laden on board of the said barque at Liverpool aforesaid, for Charleston aforesaid, were stowed, dunnaged, and packed, by competent persons, and according to custom and usage; and that the said barque, at the time of her departure from Liverpool aforesaid, for Charleston aforesaid, upon the said voyage, was tight, staunch, and strong, and had her hatches well and sufficiently caulked and covered, and was

well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage; and that during the said voyage the said master, his officers, and mariners, well and faithfully took care of, and safely and securely carried and conveyed in and on board of the said barque, from Liverpool to Charleston aforesaid, the said libellant's said merchandise, and used their utmost endeavors to preserve the said barque, and the goods of her loading, from damage.

Third. That the said barque being tight, staunch, and strong, with her hatches well and sufficiently caulked and covered, and well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage, and having on board the said libellant's said goods, wares, and merchandise, well and securely stowed, dunnaged, and packed between decks in the after part of the said barque as aforesaid, set sail from Liverpool aforesaid, on the fourteenth day of March last, and arrived at the port of Charleston on the fourteenth day of May last, and soon after there safely and securely delivered to the libellants the several goods, wares, and merchandise, which had been shipped on board the said barque for them, in the like good order and condition in which the same were at the time they were so shipped as aforesaid.

Fourth. That the said barque experienced, on her said passage from Liverpool to Charleston, much boisterous weather, gales, squalls, hail, rain, head winds, heavy seas, and thick damp weather, viz., on the 17th March, she had strong gales from the east and thick cloudy weather, with squalls, hail, and rain; on the 18th, strong gales from east and north, and passing squalls of wind and hail; broke fore-studding-sail-boom off the iron, took it in and replaced boom; again broke studding-sail-boom; again replaced boom and set sail; then drew out boom-iron, and split topmast-studding-sail. On the 20th had strong gales and cloudy weather; took in all the light sales, close reefed topsails, and furled mainsail, and the day ended with heavy gales and seas, the barque rolling heavily and shipping a great deal of water. On the 23d had strong gales from W.S.W., with a heavy sea, the barque pitching and making a considerable quantity of water; took in top-gallant-sails and flying jib, and double reefed the topsails, and reefed the mainsail. On the fourth day of April had strong breezes from the east; took in all the light sails, and kept off before the wind to pump out the ship; in the course of the day double reefed the topsails, close reefed the topsails, and reefed mainsail, and had a strong gale from S.S.W., the barque laboring heavily and shipping a great quantity of water; the sun obscured. On the 5th, had strong gales from W.S.W. to northwest and north, and heavy seas; wore ship to westward, reefed foresail, experienced heavy squalls; at eight let reefs out of the courses, kept off before the wind to pump out ship; then violent squalls, during which vessel labored hard and shipped great quantities of water on deck. On 6th the weather continued the same. On 7th and 8th had strong winds and heavy squalls. On 9th, had heavy squalls of wind and rain from

west with a heavy sea, and the vessel rolling and pitching heavily, and shipping a great deal of water on deck, with close reefed topsails and reefed mainsail. On 10th and 11th a continuation of the same kind of weather, the vessel rolling and pitching and shipping great quantities of water. During the 12th, latter part, had strong gales and heavy seas, the barque pitching very heavily. On the 13th, the same kind of weather; split the mainsail from head to foot. On the 14th had strong gales and heavy seas, the vessel pitching tremendously and shipping great quantities of water; during the day double reefed topsails, close reefed topsails, reefed foresail and took in jib; could take no observation. On 15th the weather continued the same. The 16th began with strong breezes from west, with a heavy sea, the vessel pitching heavily. On the 17th, strong breezes from southwest, with strong gales and heavy squalls of wind and rain, the vessel pitching heavily, and shipping a great deal of water; no observation could be taken. On 18th, strong gales from S.S.W., with violent squalls; hove to under close-reefed main-topsail and fore-stay-sail. On 21st, a heavy gale from west, and lay to under close-reefed-main-topsail and spencer, head to north, the vessel pitching and rolling very heavily, and shipping a great deal of water. On 2d of May, had heavy squalls of thunder and lightning from southwest; violent squalls of rain; shortened sail to close-reefed-topsail; night squally throughout. On 12th, strong breezes from westward and squalls of rain; took in all sails and double reefed the topsails. That the passage was prosecuted throughout with the utmost diligence, the pumps regularly and properly attended to, and, in short, the utmost endeavors were made and used throughout the entire passage, long and boisterous as it was, to preserve the said barque and the goods of her loading from damage.

And that the boxes which contained the goods, wares, and merchandise of the said libellants, at the said place and time, where and when the same were delivered to the said libellants, were dry and in good order and condition; that they were in the like good order and condition as the same were in when shipped: and if the contents of the said boxes were found in an injured state when said boxes were opened, such injury must either have existed or originated in causes which existed before they were shipped, although not exhibited by the external appearance of the said boxes; or the same was caused by the effect of the dampness of the atmosphere to which goods, wares, and merchandise, and especially such as were shipped for the said libellants, in all vessels, however tight and staunch, with cargoes however well and sufficiently stowed, are exposed on as long and boisterous a passage as was experienced by the said barque; or the same was caused by such dampness in consequence of the neglect of the shippers thereof in not having put the same up in boxes calculated to exclude the damp air which otherwise they must be subjected to in crossing the Atlantic ocean.

Fifth. That all damages, losses, and detriments that have happened to the goods, wares, and merchandise referred to in the said libel, during the said passage of the said barque from Liverpool to Charleston

aforesaid, ought to be borne by the merchants and freighters interested, or by whomsoever else it shall or may concern, the same having occurred as before mentioned, and not by or through the insufficiency of the said barque, or of the stowing, dunnage, or packing of the said goods, wares, and merchandise, nor through nor by means of any neglect of the said master, his officers, or any of his mariners.

Sixth. That all and singular the premises are true; in verification whereof, if denied, this respondent, in behalf of himself and the said other owners of the said barque, craves leave to refer to the depositions and other proofs to be by him exhibited in this cause.

Wherefore, this respondent, on behalf of himself and the said other owners of the said barque, pray this honorable court to pronounce against the said libel, and to condemn the said libellants in costs, and otherwise right and justice to administer in the premises.

"TRISTRAM CLARK."

Sworn to before me this 19th June, 1848.

"H. Y. GRAY,"
District Clerk.

And afterwards, to wit, on the twentieth day of June, in the year of our Lord one thousand eight hundred and forty-eight, in the record of the proceedings of the district court of the United States, holding admiralty jurisdiction, is the following entry:

Hearing before the court.

Tuesday, 20th June, 1848, the court met and was opened as usual; present, his honor R. B. Gilchrist.

BARNWELL & RAVENEL
vs.
The BARQUE SUSAN W. LIND.

Libel, damage to cargo.

Mr. Memminger read the libel, and Mr. Brewster read the claim, and answers of the captain and owners.

The following witnesses were sworn and examined, viz:

E. L. Kerrison, T. P. Smith, E. B. Crews, T. J. Cumming, Thos. Frazer, Capt. Welsman, Capt. Ross, Capt. Candler, Wm. Kunhardt, J. C. Jervey, S. J. Cohen, Capt. Tucker, C. Atkinson, Capt. Boutelle, Capt. Turner, Capt. Perry, Jno. Stein, Dr. W. Hume, Dr. L. R. Gibbs, and A. McDowall.

* (For copy of their testimony see exhibit A.)

(Post page 13.) The court then adjourned.

And afterwards, to wit, on the twenty-first day of June, in the year of our Lord one thousand eight hundred and forty-eight, in the records of the aforesaid court is the following entry:

Wednesday, 21st June, 1848, the court met and was opened as usual; present, his honor R. B. Gilchrist.

BARNWELL & RAVENEL
vs.
The BARQUE SUSAN W. LIND.

Libel, damage to cargo.

The following witnesses were sworn and examined, viz:
James Corbett, George Williams, John Ravenel, and Stephen Watson.

* (For copy of their testimony, see exhibit A.)
(Post page 13.) The court then adjourned.

Mr. Brewster and Mr. Baily were severally heard on the part of the respondents, and Mr. Memminger was heard for the libellants.

Exhibit A.—Evidence.

Tuesday, 20th June, 1848.

BARNWELL & RAVENEL
vs.
The BARQUE SUSAN W. LIND.

Libel, damage to cargo.

Mr. Memminger introduced bill of lading and invoices—for copy, see Appendix.

E. L. Kerrison, sworn. Was present on the 31st May at a survey of some cottons by the Susan W. Lind; Mr. T. P. Smith and Mr. Mood, were present; saw 6 or 8 large boxes opened; contained spool cotton; Coates & Co., are large manufacturers of this cotton; the boxes on the outside were damp; when they examined the goods within, they were very much injured; he estimated the damage at 50 per cent.; Mr. Smith agreed with him in the amount of damage; has no experience of goods having been injured in vessels bringing salt; witness had 2 boxes of linen goods come by this barque, which had marks of mould, though the outside showed no indications of injury.

Cross examined.

The small boxes were inside of the large ones; he can't say whether the large boxes were stained; the small boxes were; the spools of cotton had spots or stains that looked like mould on them; he examined small boxes particularly; the large boxes did not seem made of green wood; the spools near the corners were most injured, though in some of them the center ones were most stained; the papers around the cotton were not injured in some of the cases; the loose pack thread thrown in the boxes were quite damp.

This kind of spool cotton is not particularly disposed to mould, not more than linen, and not so much as silk; the boxes which contained his linens were well laid with paper, like the boxes which contained the cotton; his boxes had no oiled paper to protect them; he should think it advisable to put up spool cotton in tin boxes; has heard a good deal lately of this kind of thread (Coates') being injured in the voyage

to Charleston; it would be more necessary to open them after they arrived here than at the northern latitude; there was some moisture on one end of the paper which lined his boxes of linens.

Examined in reply.

This manufacture, Coates' cotton, is used chiefly in all our cities; he has been selling it for 8 years, and it generally comes sound, and put up in the same way as this; in the cases of cotton being stained lately, the cotton he thinks was brought in vessels having salt.

"E. L. KERRISON."

Sworn to 20th June, 1848.

HY. Y. GRAY, *District Clerk.*

T. P. Smith, sworn. Is a merchant; examined 22 ases of thread for Barnwell and Ravenel, which came in Susan W. Lind; Mr. Mood examined them with him; the large boxes (each contained 6 smaller boxes also of wood,) were stained, but not more than usual; the small boxes were many of them stained as if they had been damp; assessed the damage at 50 per cent on all the 22 cases; (paper of survey;) advised them to be sold at auction; cause of damage was dampness; these cottons were put up well and in the common way; a great deal of this cotton comes here; there was some rust around the hoops of the boxes.

Cross examined.

The boxes did not indicate that the goods within were damaged, except one or two of the outer cases; the cottons were damaged with mould; the cottons were damaged in various parts of the boxes, some in the corners and some in the centres. Barnwell and Ravenel have had several importations of spool cottons damaged; about half of our merchants supply themselves from New York, and a half directly from Liverpool, and both are sometimes returned as damaged.

Taylor's cotton used to come in tin, and that was occasionally damaged; respectable merchants would not keep cotton so much damaged as this in their stores.

Thinks the goods put up in tin would be less likely to be damaged than put up in wood.

THOS. P. SMITH.

Sworn to 20th June, 1848.

H. Y. GRAY, *District Clerk.*

E. B. Crews, sworn. Is an auctioneer; sold some cottons for Messrs. Barnwell and Ravenel, verifies the account sales, &c.

The goods were injured by dampness; the iron round the boxes were rusted; some of the wood was stained about the hoops, and would indicate that something was the matter with them.

"E. B. CREWS."

Sworn to 20th June, 1848.

H. Y. GRAY, *District Clerk.*

United States appraisers' certificate, &c., for abatement of duties introduced in evidence.

Thomas J. Cumming, (for respondent.) Is a stevadore; went aboard the barque Susan W. Lind on her arrival; the cotton threads were stowed aft, in between decks (most of them, all except 5 cases, all of the dry goods;) she was a double-deck vessel as far as the main mast; the between decks had crates from the main hatch to the cases; the crates were along the sides of the vessel, and the cases in the centre; they were stowed and dunnaged, and had no appearance of dampness; the hatches were perfectly tight; these cases were taken out and discharged dry and in good order; helped to land them himself; they looked just as usual; the ship was sound and tight; never saw her pumped but once in 14 days; saw no boxes damaged; some of the crates of crockery were slightly damp; there were some articles of hardware that were marked from dampness.

Cross examined.

The barque was two weeks discharging her cargo; the cargo was cases, crates, salt, and some hardware; the salt was in the centre of the vessel; about the main hatchway, the salt rose higher than in any other part, to within 3 feet of the upper deck; the salt extended as far as the after hatch, the aft part of the after hatch, and within 2 or 3 feet of the second deck; there were about 200 crates, probably 50 in the between decks; there were 30 or 40 cases of dry goods; there must have been at least thirty feet from the salt to the dry goods in between decks; there were 2 cases near the salt, but well dunnaged with matting, and an inch board between them and the salt; there were 3 cases forward of the salt above the between deck beams lying upon crates, separate at least six feet from the salt; bags of salt were in as good order as usual; the cargo generally was in good order; no indication of water of the ocean having got in.

"THOMAS J. CUMMING."

Sworn to 20th June, 1848.

"H. Y. GRAY," *District Clerk.*

Thomas Frazer, (for respondent.) Is now second mate of Susan W. Lind, she is a good substantial vessel; has been in her seven or eight months; saw these goods as they came on board and after it was stowed; it was stowed and dunnaged carefully; did not see it discharged; had heavy gales in a long two months voyage; labored a good deal; the ship was well trimmed; had heavy gales and a heavy sea; she was in all respects well fitted for the voyage.

(Protest introduced, extended 31st May, 1848.)

Cross examined.

They had heavy weather, but did no sea damage to the cargo that he knows; he was then a seaman on board; she made a little water; that

one hand could pump her out in 4 or 5 minutes every two hours; when they arrived, did not expect or surmise damage to the cargo.

"THOS. ⋈ FRAZER."

Sworn to 20th June, 1848.

H. Y. GRAY, *District clerk.*

Capt. James Welsman (for respondent) sworn. Has been part owner of a ship for sixteen years; has frequently brought salt as part [of] a cargo, along with other goods; ships now are generally pickled; never knew but once of goods being damaged in his ship; the stowage of the salt, as described, in the Susan Lind, was as good as can be; he expects his ship pretty soon now with salt; the cases stowed within 2 inches of the salt, may have been damp from its nearness to the salt; these he considers as improperly stowed.

"JAMES WELSMAN."

Sworn to 20th June, 1848.

"H. Y. GRAY," *District clerk.*

Capt. James Ross (for respondents) sworn. Is chairman of the port wardens; signed the document, (survey;) went on board the barque Susan W. Lind, in the afternoon; the hatches had been taken off before; under the main hatch were two casks of hardware, marked S & B; there was dunnage between them and the salt, which was stowed under them; they appeared to be in good order; found two cases and some casks on larboard side damp, and the matting also damp; the vessel was full; could not see any boxes; he thought this dampness came from the humidity of the atmosphere caused by the salt; salt generally gives out moisture.

Cross examined.

The salt was stowed against the two cases, with matting between them; it is generally the case, that vessels which bring salt are most damp; the lower hold was very wet, (of this vessel;) he thinks that the presence of salt naturally increases the dampness; they sometimes have bulkheads to protect goods from salt; these are casks or crates, which run right up to the deck of the vessel; the cause of the damage was, he thinks, the humidity of the hold, and this humidity proceeded from the salt; after the boxes were removed to the store, Mr. Ravenel called his attention to marks on the outer cases, which looked like mud.

"JAS. ROSS."

Sworn to 20th June, 1848. H. Y. GRAY, *Dist. clerk.*

Captain Edward Candler, (for respondent,) sworn. Is a port warden; went on board the Susan W Lind, found her hatches tight, well caulked and payed, and after they were removed, found every thing underneath dry; never was on board after the hatches were removed; considers this cargo as described well stowed, except two cases referred to; they generally make a bulk head, or have a space between salt and dry goods. Among the cases which he saw, one was more damaged than the rest; the cases generally looked as well as usual; after the hatches were removed, there was no dampness to require a further sur-

vey; there was nothing that looked like ship damage upon the cases; the large cases when opened were dry, but had some blue stains on them; only one box had one damp spot on the outside; one of them had the iron hoops rusted; has brought many cargoes with salt and dry goods; was four or five years in this line and generally brought salt; never damaged the goods; a ship's hold is generally damp, particularly if she has salt; the draining of the salt would produce it, though it would not affect the goods above.

Cross examined.

In all vessels where he brought salt, he always used bulk heads to keep it separate from the other goods; coarse salt is always giving dampness. Don't think the atmosphere would be affected by the salt.

"EDW'D CANDLER."

Sworn to 20th June, 1848.

H. Y. GRAY, *District clerk.*

William Kunhardt (for respondent) sworn. Is one of the port wardens; he only examined the boxes at Mr. Ravenel's; they were dry; some of the boxes were stained inside, but don't think from ship damage; the inner boxes were in good order, no stain or dampness on the papers around the cotton; some of the small boxes were clear of mould, except in the very centre; the upper layer being perfectly dry, but in the centre the cotton was mouldy and mildewed; salt generally comes with a mixed cargo from the vessel; don't think it more likely to hurt the goods than if there was no salt; unless damage be seen on the cargo, they don't call a port warden survey.

Cross examined.

When he speaks of ship's damage he means sea damage, and not the dampness of the hold; he was present when Mr. Smith and Mr. Mood were there; he was requested by the captain to examine the goods; the pack thread was not damp to his observation; there were a few packages in every box that were mouldy, and he thought it must have come from the humidity of the hold of the vessel.

"WILLIAM KUNHARDT."

Sworn to 20th June, 1848."

H. Y. GRAY, *District clerk.*

Jas. C. Jervey (for respondent) sworn. Saw some of the crates and boxes in between decks, aft the main hatch, in very good order; delivered apparently in good order.

"JAMES. C. JERVEY."

Sworn to 20th June, 1848.

H. Y. GRAY, *District clerk.*

J. S. Cohen (for respondents) sworn. He examined some of these boxes at Mr. Ravenel's; saw some of the boxes opened; the thread was damaged, but not generally; some of the boxes had a dozen or more

spools much damaged, while some, a few layers off, were sound; some of the inner boxes were much stained outside, but the contents were no more damaged than those which were less stained; these boxes are generally made of soft white pine; they seemed to have been injured by exposure to damp; the paper wrappers were perfectly dry; cotton thread is very apt to become spotted and weak if left to the action of the air; one package had the waste thread about it damp; one large box had mark or stain as if it had been caused by water; the boxes out of this were more or less stained; the outside of the large boxes looked about as usual.

Cross examined.

About the paper wrappers, if they had been damp, the contents might remain damp after the paper was dry; the captain admitted that two cases were stowed on the salt. No box examined was free from damage, and the damage in all the boxes examined was pretty equal. If the cause of the damage of any one box was certainly proved, the appearance of the general damage was such that he would attribute the same cause to all.

"J. S. COHEN."

Sworn to 20th June, 1848.

H. Y. GRAY, *District clerk.*

Capt. R. H. Tucker (for respondents) sworn. Has been ship-master about ten years and in the Liverpool trade; salt is in about 9 out of 10 vessels a part of the cargo from Liverpool to the United States; never heard of any damage likely to accrue to goods from salt, until lately; they commonly leave a space betwen the salt and the goods; don't think the salt creates dampness, but the heat of the ocean, and other causes, do produce dampness; the general route from Liverpool to Charleston is the middle route; others go down to the trade winds; a ship may be damp irrespective of cargo; sometimes damp even without a cargo; the stowage of the Susan W. Lind, as described, is very good; don't think salt can damage the cargo unless it comes in actual contact with the goods; he always supposed one inch separation as good as one foot.

Cross examined.

Sailed in the Alliance between Liverpool and Havre and Charleston; has brought salt very frequently along with other goods; he never had any claims for damages to cargo.

R. H. TUCKER, Jr.

Sworn to 20th June, 1848.

H. Y. GRAY, *District clerk.*

Chris. Atkinson (for respondents) sworn. Is agent of [the] Lloyds; was present when the boxes were opened; the outer boxes were not injured, except rusted about the hoops; the inner boxes were more or less

stained; the lining papers of some of them were quite damp. Witness declined to give a certificate that would throw the liability upon the underwriters; he considered all of the cases, except two, as well stowed as they could be, there being no bulk head between them and the salt. Witness would not, and declined to take the responsibility for the underwriters; goods are too frequently injured by being brought in a ship with salt; from his experience as a merchant, a particular description of goods, (some kinds of hardware and silks) that are almost certain to be damaged by salt.

"CHR. ATKINSON."

Sworn to 20th June, 1848.

H. Y. GRAY, *District clerk.*

Capt. Ch's Boutelle (for respondents) sworn. Is a ship-master; has been seventeen years at sea; has been much in Liverpool trade; has always taken salt along with other goods; has never had them injured; don't think it can hurt them, unless they come in contact. Salt does not produce dampness; but, passing into warm latitudes, the hold, if kept shut, becomes damp, and especially in new ships. He thinks the stowage even of these two cases was safe.

Cross examined. Knows no difference between coarse and fine salt, as to giving out dampness. Has seen salt actually drain without water coming near it, when it has been shipped damp.

"CH'S BOUTELLE."

Sworn to 20th June, 1848.

"H. Y. GRAY," *Dist. Clk.*

Capt. S. C. Turner (for respondents) sworn. Is a ship-master; has been engaged in the Liverpool trade; has always taken salt along with other goods; has never known goods injured thereby, except when stowed underneath or in contact; don't think salt produces dampness. The holds are liable to become damp, when shut up, and coming into warmer latitudes. Thinks the stowage of the Susan W. Lind was good, except the two cases, which were too near.

Cross examined. Thinks that salt does not emit dampness a short distance from the sacks.

"S. C. TURNER."

Sworn to 20th June, 1848.

"H. Y. GRAY," *Dist. Clk.*

Capt. G. S. Perry (for respondents) sworn. Has frequently taken salt along with other goods. There is no danger, unless salt is stowed underneath or in contact with goods. Does not think that ships' holds are made damp by having salt; but they will become damp, especially in coming into warm latitudes. Has heard how the stowage of the goods in the Susan W. Lind, and thinks it was good.

Cross examined. Don't think any damp atmosphere comes from salt. Any thing under a sack will become damp, and may be, if it touches sack above.

In reply. More or less water will get into a ship on a voyage. Liverpool sack salt drains very little. He has been speaking of coarse salt which is brought to Charleston.

"GEORGE S. PERRY."

Sworn to 20th June, 1848.

"H. Y. GRAY," *Dist. Clk.*

John Stein (for respondents) sworn. Is a clerk of Higham & Co. The sacks of salt (except 5) which came to the store were quite dry. They seemed of full size; there were 1,980.

Received them as they were landed. They were nine or ten days in delivering them. Don't know how they average with other salt. They seemed dry. Can't say whether the underpart of the sacks were damp or dry.

JOHN STEIN, JR.

Sworn to 20th June, 1848.

"H. Y. GRAY," *Dist. Clk.*

Dr. William Hume (for respondents) sworn. Has seen some of this thread or vegetation; was the cause of the stain on the cotton, a kind of mushroom. He found, also, one of the elements of salt (chlorine of salt) in the dampest cotton. Knowing that chlorine is used in bleaching process, he did not think it important; he tried a spool of good cotton, and found an equal quantity of chlorine in that; came to the conclusion that the stain was of a vegetable nature, and proceeded from dampness. Does not think that salt had any thing to do with this fungus staining.

Salt in a ship's hold would not *would not* produce dampness; it is not volatizable at that temperature. Salt does not give out, it attracts moisture.

A cargo taken in at Liverpool, if taken in at 50°, when it comes here at any temperature below 72°, it will attract moisture, and form dew; when the hatches are opened here, the moisture will more particularly show itself about the hold.

When he has travelled, he has put up articles of fine clothing in tin boxes, when going to a warmer latitude, for their safe keeping.

Cross examined. He examined a spool of cotton, given to him as a part of this cotton of Ravenel's; the quantity of fluid was about $\frac{5}{8}$ of an inch in diameter, and $1\frac{1}{2}$ inch high—it might be $\frac{1}{4}$ of a wine glass.

Examined in reply. Salt would not give out moisture, unless it were raised as high as 72°. Salt is less likely than most articles, in a ship's hold, to give out moisture; bilge water would be more likely to give out moisture than salt.

Does not think it philosophical to conclude that the presence of salt, when not in contact with goods in the hold, would be injurious.

"WM. HUME."

Sworn to 20th June, 1848.

"H. Y. GRAY," *Dist. Clk.*

Professor L. R. Gibbes (for respondents) sworn. Has examined some spools of cotton, shown him by Mr. Brewster as the damaged cotton; examined them with a magnifier. The stains had the appearance of an organic body, vegetable, of a fungus kind.

The atmosphere of the hold would be moistened from salt, or bilge water, until it were saturated.

In a general way, he should think the presence of salt would not increase the moisture of the atmosphere in the hold. Having heard the testimony given in this case, he should say that, except two cases, the other cases of goods could not have been hurt by the salt in the hold.

Cross examined. The atmosphere is rarely saturated with water. When the atmosphere is most nearly saturated, the articles within it are most liable to be affected by its depression.

The goods in a ship's hold may be affected by the throwing up of particles of salt in the motion of the bilge water, but not by evaporation.

LEWIS R. GIBBES.

Sworn to 20th June, 1848.

"H. Y. GRAY," *Dist. Clk.*

The log book offered in evidence.

Evidence in reply, on the part of the libellants—

A. McDowall, sworn. Is a merchant; has known salt sometimes to damage goods; it occurred from leaking through the seams upon the goods in the hold. He only knows of the damage arising when the goods came in contact, or were wet from draining. His practice is to avoid shipping goods in vessels having salt; his direction now is not to ship in such vessels; and the practice arose from the experience of the danger arising from carrying salt and dry goods together. Salt is profitable, and the merchants object to this practice as dangerous; and shipowners and masters see no danger.

Cross examined. Could see no danger in taking salt in the hold and dry goods between decks.

"A. McDOWALL."

Sworn to 20th June, 1848.

"H. Y. GRAY," *Dist. Clk.*

And afterwards, to wit, on the twenty-first day of June, in the year of our Lord one thousand eight hundred and forty-eight, in the record of the proceedings of the said court is the following entry:

The court met and was opened as usual.

Present, his honor R. B. Gilchrist.

BARNWELL & RAVENEL vs. The barque SUSAN W. LIND. } Libel, damage to cargo.

The following witnesses were sworn and examined, viz: James Corbett, George Williams, John Ravenel, and Stephen Watson.

James Corbett (for respondent) sworn. The cotton thread (sound) referred to by Dr. Hume, was purchased from witness, who bought the same from Barnwell & Ravenel; it was cotton of a previous importation to this now before the court. Has been in the habit of buying Taylor's cotton; it used to come out in tin cases. Linen goods come out wrapped in papers. Don't think that Coates' spool cotton is put up well. Don't know an article of so much value that is put up with so little care. In about 12 months, at least three importations of Coates' cotton have come out damaged. Thinks the boxes should be gummed or tarred, or the wrappers ought to be oiled; and suggested the same to the agents for the cotton in New York. Don't remember any of Taylor's cotton (put up in tin) to have been injured on the voyage. Has been familiar with cotton thread for about twenty years, since its introduction.

Cross examined. This thread of Coates' has the run of the whole market in the United States, and is most popular. Has never seen any of it damaged, except in these three ships. The agents made no reply to his suggestion about the mode of putting up. Witness never bought any of doubtful character. The boxes are lined with brown paper, besides the paper wrappers; this cotton is put up in two boxes; linen is covered with paper, and put up in one box; the cotton has the outer boxes hooped with iron.

In the three cargoes he spoke of don't remember the names of the ships. Thinks goods should be put up so carefully that, if the boxes get wet, the goods would be injured but slightly. Presumes that there are many houses, which put up goods so carefully, that if the boxes are dropped into the water, and taken out immediately, the goods would not be injured.

"JAMES CORBETT."

Sworn to 21st June, 1848.

"H. Y. GRAY," *Dist. Clk.*

George Williams (for respondent) sworn. Is a stevadore; assisted in breaking out the cargo of Susan W. Lind; handled all the cases; two boxes were stowed on top of one of the sacks of salt in the wing of the vessel; one had a piece of board 1¼ inch thick, and two pieces of matting between it and salt; and the other had a piece of fire wood, about two feet long and 7 or 8 inches thick, and two mats; these appeared to be of the same lot with the other cases, about the same size; these boxes appeared perfectly dry as well as the others; he had orders, if any seemed wet, to stop taking out.

The boxes are about 5 feet long by 2 to 3 feet broad; the board was about 4 feet long under the box; under the salt there was considerable wet in the lower hold; there was no wet on the beams of the between deck; did not notice the under part of them; there was dunnage under the salt; no ballast.

GEORGE WILLIAMS.

Sworn to 21st June, 1848.

H. Y. GRAY, *Dist. Cl'k.*

In reply, John Ravenel (for libellants) sworn. Has been an importing merchant for some years in Charleston, and also a ship-owner; our impression is, that there is great risk in bringing salt along with dry goods. A case occurred some years ago in which, when they opened some woollens, they found the paper wrappers very damp, and they tasted salt, and he understood that they came in a salt ship; from this he took alarm, and they have given directions not to take salt in their ship with dry goods; he is so satisfied of the risk, that he won't ship dry goods in a salt ship if he can help it.

JOHN RAVENEL.

Sworn to 21st June, 1848.

H. Y. GRAY, *Dist. Cl'k.*

Stephen Watson (for libellant) sworn. Has been an importing merchant for about 30 years; he has never known any damage to result from bringing salt with dry goods, if properly stowed; they must be kept entirely apart; a mere board and mats won't protect them; has bought salt frequently; and if you are not careful, they will sell you salt quite green; sacks of salt will uniformly lose about 20 lbs. a sack, and if not very dry, it will lose more; if your agent in Liverpool is not careful, they will sell him green salt. You can scarcely take up a Liverpool paper without seeing advertisements of ships to take freight, and not to take salt; this is for security of goods.

Liverpool is very damp; and it is in the course of trade to have the crates exposed to wet for some days; it is very dangerous to form a nest of these crates to part away dry goods; they would be likely to ferment and create a bad vapor, which would injure the goods; don't think it good stowage to put dry goods and crates indiscriminately; he looked at these boxes of cotton; here and there on them were light stains and some nails rusted, but not much water; there must, he thinks, have been drops of water on them; has seen vapor to arise and form in drops upon the under part of the upper deck, and fall; thinks these stains may have come in this way.

Mr. Taylor probably used tin boxes for cotton as much for cheapness as security. Coates is the largest importer of cotton thread into New York; he would, no doubt, use tin boxes instead of wood, if they were preferable. In each of these three cases of Coates' cotton being damaged, it was brought in salt ships; these boxes are made with care, and wrought nails, and packed with considerable care; and the experience is, that it commonly comes out well; the spools of cotton were partially damaged here and there; the injury must have been from without; the interior of the spool was sound and the outside injured.

Cross examined.

The spools were discolored on the surface; there was bluish mould on some; thinks it affected the strength of the thread; he should have supposed the damage to be 20 to 25 per cent.; witness bought some of this himself; he selected the best.

Has known damage to dry goods from salt frequently; it occurred from draining of the salt upon the goods through the seams; instances the Gen. Parkhill, and also the Empire, &c.; and in these cases the port warden reported bad stowage. Crates at Liverpool are exposed to all kinds of weather; has never heard of shippers of goods objecting to their having wet crates on board; thinks the crates are not brought down generally in covered lighters; many kinds of cheap cotton are brought out wrapped in paper.

Instances the ship Corsair, in which he saw vapor form into drops; observed it at sea and also on shore; it was very damp weather, and the goods of that ship were damaged; there was salt in that ship, he thinks. In reply:

The coarse cottons which came out in papers commonly arrive safe. The underwriters usually require a port warden's certificate of the opening of the hatches and of good stowage; and without such certificate they will make an objection.

"S. WATSON."

Sworn to 21st June, 1848.

"H. Y. GRAY," *Dist. clerk.*

Mr. Brewster and Mr. Bailey were severally heard on the part of the respondents, and Mr. Memminger was heard for the libellants.

Appendix containing copies of documents produced in evidence.

A.

Bill of lading.

C [B R] 24 boxes.

‡ 71	$\frac{3}{10}$	$\frac{8}{10}$	$\frac{1}{10}$	15.10
72	$\frac{2}{10}$	$\frac{3}{10}$	–	17.11
73	$\frac{2}{10}$	$\frac{1}{10}$	–	15.10
74	$\frac{3}{10}$	$\frac{2}{10}$	–	16.7
75	$\frac{2}{10}$	$\frac{1}{10}$	$\frac{1}{10}$	14.
76	–	–	–	14.
77	$\frac{3}{10}$	–	$\frac{1}{10}$	13.8
78	–	–	–	13.8
79	$\frac{2}{10}$	–	–	13.4
80	–	–	–	13.4
81	$\frac{3}{10}$	–	–	13.8
82	–	–	–	13.8
83	–	$\frac{3}{10}$	$\frac{1}{10}$	14.11
84	–	$\frac{2}{10}$	–	14.4
85	$\frac{3}{10}$	$\frac{2}{10}$	$\frac{2}{10}$	17.11
86	–	–	–	17.11
87	$\frac{3}{10}$	$\frac{2}{10}$	–	18.2
88	$\frac{3}{10}$	$\frac{2}{10}$	–	17.3
89	–	$\frac{2}{10}$	–	17.11
90	–	–	–	17.11
91	–	–	–	17.11
92	–	–	–	17.11
93	$\frac{3}{10}$	$\frac{2}{10}$	$\frac{1}{10}$	10.10
94	$\frac{3}{10}$	–	–	11.5
			369.11	*a* 157. £6.18. 8
	Primage	- -		6.11
				£7. 5. 7

Shipped in good order, by Richard Shiel & Co., in and upon the good ship or vessel called the Susan W. Lind, whereof Clark is master for this present voyage, now lying in the port of Liverpool, and bound for Charleston, viz: Twenty-four boxes cotton thread, being marked and numbered as per margin, and to be delivered in the like good order and condition, at the aforesaid port of Charleston, (all and every the dangers and accidents of the seas and navigation of whatsoever nature and kind excepted,) unto Messrs. Barnwell & Ravenel, or to their assigns; freight for the said goods being paid at Charleston, at the rate of fifteen shillings per ton of forty cubic feet, with five per cent. primage and average accustomed, at $\$4\frac{80}{100}$ pr. £ sterling.

In witness whereof the master or purser of the said ship or vessel has affirmed to two bills of lading, all of this tenor and date; one of which being accomplished, the rest to stand void.

Dated in Liverpool, this fourth day of March, 1848.
Contents unknown to.

"TRISTRAM CLARK."

B.—*Invoice.*

Invoice of 24 cases cotton sewing thread, shipped by J. & P. Coats, and consigned to Messrs. Barnwell & Ravenel, Charleston, for sales and returns on account of the shippers.

C [B R]	24, 24, 24, 24, 36, 60, 60, 72, 72							
	8, 10, 12, 16, 20, 24, 30, 36, 40, 200 yds. Nos.	396	1-9	34	13	..	.....	..
	60, 36, 36, 24							
71	46, 50, 60, 70.....“ “	156	1-6	11	14	..	.....	..
	12, 12, 12, 6, 6							
	80, 40, 100, 120, 150.....“ “	48	1-4	3	4	..	.....	..
							49 11	..
†72	One case repeated.....“ “	.....		.....			49 11	..
	24, 24, 24, 24, 24, 72, 72, 84, 84							
†73	8, 10, 12, 16, 20, 24, 30, 36, 40...“ “	432	1-9	37	16	..	.....	..
	36, 36, 36, 24							
	46, 50, 60, 70.....	132	1-6	9	18	..	.....	..
	12. 12, 12							
	80, 90, 100.....	36	1-4	2	8	..	.....	..
							50 2	..
†74	One case repeated.....	.....		.....			50 2	..
	60, 72, 120, 120							
†75	24, 30, 36, 40.....	372	1-9	32	11	..	.....	..
	120, 60, 48							
	46, 50, 60.....	228	1-6	17	2	..	.....	..
							49 13	..
†76	One case repeated.....	.....		.....			49 13	..
	24, 24, 48, 72, 96, 96, 84							
†77	12, 16, 20, 24, 30, 36, 40.....	444	1-9	38	17	..	.....	..
	60, 36, 36							
	50, 60, 70.....	132	1-6	9	18	..	.....	..
	24-80.....	24	1-4	1	12	..	.....	..
							50 7	..
†78 a 84	7 cases repeated.....	.....		.....			352 9	..
	48, 48, 60, 60, 60, 60, 72, 72, 60							
†85	8, 10, 12, 16, 20, 24, 30, 36, 40.....	540	1-9	47	5	..	.....	..
	60-50.....	60	1-6	4	10	..	.....	..
							51 15	..
†86 a 92	7 cases repeated.....	.....		.....			362 5	..
†93	One case assorted colors.....	.....		.....			17 10	..
†94	One ditto ditto	.....		.....			17 10	..
							£1150 8	..
							373 18	..
							776 10	..
	3 per cent. off for cash.....	.....		.....			23 6	..
							£753 4	..
	132 boxes at 1-9, £11.11.0; 24 cases a 8 s., £9.12.....	.....		.....			21 3	..
							£774 7	..

PAISLEY, 29th *February*, 1848.

"J. & P. COATS."

The above goods were shipped, per "Susan W. Lind," from Liverpool.

C.

Survey.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, the undersigned, William G. Mood and Thomas P. Smith, dealers in dry goods, and residents of the city of Charleston aforesaid, do hereby certify and make known, unto all whom it may concern, that at the request of Messrs. Barnwell & Ravenel, we did, on the 29th and 31st instant, repair to their store in the said city of Charleston, and then and there did carefully examine and survey twenty-two (22) cases cotton sewing thread, marked C [B R] and numbered from 71 to 92 inclusive, which were shown to us as having been landed from the barque Susan W. Lind, Clark, master, on her late arrival at this port from Liverpool. That we found the whole of the contents of the said twenty-two cases to be in a damaged and unmerchantable condition, and we concurred in recommending an early sale thereof at public auction, for account of whom it may concern. And we do further certify, that if the said cotton sewing thread had been landed in a sound and merchantable state, the same would be worth in this market, at the present time, for cash, forty-five dollars per box, containing one hundred dozen spools, say 22 cases, each containing 6 boxes of 100 dozen.

132 boxes *a* $45 per box - - - - $5,940

Witness our hands, at Charleston aforesaid, the thirty-first day of May, in the year 1848.

"WM. G. MOOD,"
"THOS. P. SMITH."

Be it known, that on the sixteenth day of June, in the year of our Lord one thousand eight hundred and forty-eight, before me, William B. Heriot, notary public, duly commissioned and sworn, under the authority of the said State, and dwelling and practising in the city of Charleston aforesaid, personally came William G. Mood and Thomas P. Smith above named, who being duly sworn according to law, did severally declare and say, that the facts set forth in the foregoing certificate, signed by them, are all strictly true.

In testimony whereof I have hereunto set my hand and notarial seal, at Charleston aforesaid, the day and year last above mentioned. [L. S.]

WILLIAM B. HERIOT, *Notary Public.*

Barque Susan W. Lind, T. Clark, master, to Barnwell & Ravenel, *Dr.*
1848.

June 16th.—For loss on 22 cases spool cotton marked C [B R] 71 *a* 92, damaged on board of the said barque, on her late voyage from Liverpool to Charleston, viz: The said goods, if sound, would

have been worth for cash, as per certificate of merchants herewith, marked A - - - - $5,940 00

But being damaged, they were sold at auction for account of whom it might concern, and the nett proceeds thereof, per account sales of Dick & Crews herewith, marked B, amount to - - 3,335 09

$2,604 91

Deduct abatement of duties allowed by the custom-house on account of said damage, as per copy of certificate of U. S. appraisers herewith marked C, viz., amount of damage allowed, £310 15 2, at 484c. per lb. sterling, $1,504 17 *a* 25 per foot, makes the abatement of duty amount to - - 376 02

Amount of claim - - - $2,228 89

E. E. Charleston, S. C., 16th June, 1848.

Adjusted by R. HERIOT & SON,
Notaries and Insurance Brokers.

Sales of 13,200 *dozen J. & P. Coats' white spool cotton, damage on board of the barque Susan W. Lind, on her voyage from Liverpool to this port, on account of all concerned, by order of Messrs. Barnwell & Ravenel.*

	1848, June 6th.				
76	John Haberson..	600 dozen J. & P. Coats' spool cotton..	600	27	$165 00
89	S. Watson.....	600 do do do.....	600	"	165 00
85	John McKee....	600 do do do.....	600	"	165 00
	John Haberson..	10,200 do do do.....	10,200	27	2,754 00
		80, 75, 90, 72, 71, 83, 77, 88, 92, 73, 74, 82, 98, 81, 91, 79, 84.			
87	J. H. Taylor....	600 dozen J. & P. Coats' spool cotton..	600	30	180 00
86	Jno. Haberson..	600 do do do.....	600	"	180 00
					$3,609 00
		Charges.			
		Advertising $3 90, and drayage $2 38.....	$6 28		
		Paid for assorting and repacking the boxes and papers opened by inspector.....	15 00		
		Tax and commission 7 per ct...	252 63		
					273 91
		Nett proceeds.....			$3,335 09

E. E. Charleston, 14th June, 1848.

"DICK & CREWS."

STATE OF SOUTH CAROLINA,
City of Charleston.

Personally appeared Edmund B. Crews, of the firm of Dick & Crews, duly appointed auctioneers, who being duly sworn, maketh

oath and saith, that the foregoing account of sales at auction, nett proceeds three thousand three hundred and thirty-five dollars [and] nine cents, is in all respects strictly just and true.

"E. B. CREWS."

Sworn to before me, this 16th day of June, A. D. 1848.
"WM. B. HERIOT," *Not. Pub.*

DISTRICT OF CHARLESTON, *May*, 1848.

We, John Bryan & Arthur F. Holmes, appointed under the act of Congress of 20th April, 1818, for the port of Charleston, and duly sworn as prescribed by said act, and merchant, appointed by Barnwell & Ravenel, importer or consignee of certain goods, wares, or merchandise, as are hereafter specified, and which were imported from Liverpool in the barque Susan W. Lind, whereof T. Clark is or was master. The said merchant, having been sworn in like manner, and also that he has no direct or indirect interest in the case, have inspected and examined the said goods, wares, or merchandise; and we do report and declare, to the best of our knowledge and belief, that the damage affixed by us is just, and was sustained during the voyage of importation.

Marks and Nos.	Description of goods.	Costs & charges.	Rate of damage.	Amt. damage.
C [B R] 71 a 92	22 cases cotton thread.	£730 06 9		
	Charges.....	46 11 2		
		£776 17 11	a 40s.	£310 15 2

(Signed) ARTHUR F. HOLMES,
JOHN BRYAN,
United States Appraisers.

I hereby certify the above to be a true copy of the original certificate on file in this office.

Collector's office, Charleston, S. C., 17th June, 1848.
"THOS D. JERVEY," *D'y Collector.*

Protest.

STATE OF SOUTH CAROLINA, *city of Charleston.*

By this public instrument of protest and declaration, be it known and made manifest, to all whom it doth, shall, or may concern, that on the thirty-first day of May, in the year of our Lord one thousand eight hundred and forty-eight, before me, Alexander W. Black, a notary public, duly admitted and sworn, under the authority of the said State, personally came and appeared Tristram Clark, master of the barque called the Susan W. Lind, belonging to the port of Portland, who,

having duly noted a protest within twenty-four hours after his arrival at this port, now wishes to extend the same, and for that purpose has brought with him Charles Williams, second mate, Thomas Frazer and Greenleaf Clark, mariners, all of and belonging to the said barque, who, being by me duly sworn according to law, did severally declare and say as follows:

That on Tuesday, the 14th day of March last past, they, the said appearers, together with the rest of the ship's company, did sail in and with the said barque from Liverpool, laden with merchandise and bound to this port of Charleston. That Wednesday the 15th began with light breezes from the westward, and good weather; middle part, fresh breezes from NW.; at 3 a. m. tacked ship to the westward, the Isle of Man light bearing NW. by N., 3 leagues distant; latter part, fresh breezes and cloudy; all sail set to the best advantage. That on Thursday the 16th had strong breezes from NW.; at 3 30 a. m. Wicklaw light bore NW., distant 3 leagues; at 11 a. m. Tuskar light-house bore north 8 miles. That Friday the 17th began with strong breezes from east, and cloudy; set studding sails and sent up main royal-yard; middle part, strong gales from east, and thick, cloudy weather; latter part, squalls of hail and rain. That Saturday the 18th began with strong gales from E. by N., and passing squalls of wind and hail; at 2 p. m. broke the foretopmast studding-sail boom off the iron; took it in and replaced the boom; at 5 p. m. broke studding-sail boom again, and again took in sails, replaced the boom, and set sails; at 11 30 p. m. drew out boom iron and split topmast studding-sail; middle part, strong breezes and cloudy, and the day ended with fresh breezes and flying clouds; latitude, by observation, 47° 36′ north. That on Sunday the 19th they had moderate breezes, with passing squalls of rain; latitude, 45° 39′. That on Monday the 20th had strong gales and cloudy weather; at 2 a. m. took in all the light sails, close reefed topsails, reefed foresail, and furled mainsail; and the day ended with heavy gales and seas, the barque rolling heavily and shipping a great deal of water; pumps carefully attended to; latitude, 43° 41′. That thereafter nothing material happened on board until Thursday the 23d, which commenced with strong gales from WSW., with a heavy sea, the barque pitching, and making a considerable quantity of water; at 6 p. m. took in top-gallant-sails and flying jib, and double reefed the topsails and reefed the mainsail; and the day ended with light breezes and clear; latitude, by observation, 40° 54′ north; broached a barrel of bread. That thereafter they continued on in the diligent prosecution of their said voyage, they making and taking in sail as occasion required; but that nothing material happened on board of the said barque, until Tuesday the 4th of April, which commenced with strong breezes from east; at 8 p. m. took in all the light sails, and kept off before the wind to pump out the ship; middle part squally; at 4 a. m. double reefed the topsails; at 8 close reefed topsails and reefed mainsail; latter part, strong gale from SSW., the barque laboring heavily and shipping a great deal of water; kept off before the wind to pump ship out; sun

obscured. That on Wednesday the 5th had strong gales from WSW. to NW. and north, and heavy seas; at 2 30 p. m. wore ship to the westward; at 4 reefed the foresail; heavy squalls; at 8 let reefs out of the courses; at 12 kept off before the wind to pump out ship; middle and latter part, violent squalls, vessel laboring hard, and shipping great quantities of water on deck; pumps regularly attended. That during the first and middle part of Thursday the 6th the weather continued the same as on the day previous; latter part more moderate; let out reefs of topsail and mainsail; latitude, 33° 52′ north. That on Friday the 7th and Saturday the 8th had strong gales and heavy squalls. During the middle part of Sunday the 9th had heavy squalls of wind and rain from west, with a heavy sea, the vessel rolling and pitching heavily, and shipping a great deal of water on deck; close reefed topsails and reefed mainsail; latitude, 34° 21′. That on Monday the 10th and Tuesday the 11th had a continuation of the same kind of weather, the vessel rolling and pitching, and shipping great quantities of water. That Wednesday the 12th came in with light breezes from SW. by south; at 5 p. m. squally; took in all the light sails, and close reefed the topsail and mainsail; at 6 p. m. tacked ship to the westward, and let out close reefs, and set jib and spanker; middle and latter part, strong gales and heavy seas, the barque pitching very heavily; broached a barrel of bread and a cask of water; latitude, 33° 19′ north. That on Thursday the 13th had the same kind of weather; at 9 a. m. split the mainsail from head to foot; unbent it to have it repaired; all hands repairing sails; latitude, 33° 14′. That on Friday the 14th had strong gales and heavy seas, the vessel pitching tremendously, and shipping great quantities of water; at 7 a. m. double reefed the topsails; at 11 close reefed topsails, reefed foresail, and took in jib; no observation. That on Saturday the 15th the weather continued the same; latitude, *latitude*, 34° 13′. That Sunday the 16th began with strong breezes from west, with a heavy sea, the vessel pitching heavily; at 6 p. m. took in flying jib and maintop-gallant-sail; middle part, strong breezes from WSW., and cloudy; at 6 a. m. set all the light sails and let single reefs out of maintop-sail; latitude, by observation, 35° 24′. That Monday the 17th came in with strong breezes from SW., and a heavy sea from west; at 10 p. m. took in all the light sails; middle part, strong gales, with heavy squalls of wind and rain; at 3 a. m. close reefed the topsail, reefed mainsail, and took in jib and spanker; and the day ended with heavy squalls of wind and rain, the vessel pitching heavily, and shipping a great deal of water; no observation. That Tuesday the 18th commenced with strong gales and violent squalls of rain; at 5 p. m. wore ship to the southwest; at 6 the wind hauled to NE.; made sail as occasion required; and the day ended with thick, rainy weather, and squally; sun obscured. That on Wednesday the 19th they had a continuation of strong gales and squalls; at 2 p. m. took in topmast studding-sails and topgallant sails, and at 8 set topgallant sails; middle part, moderate breezes, and cloudy; latter part, fine weather; all sails set to the best advantage; latitude, by observation, 33° 46′. That Thursday

the 20th they had strong gales from SSW.; at 6 a. m. took in top-gallant sails and flying jib; at 7 double reefed the topsails; at 10 a. m. had violent squalls; hove-to under close reefed maintopsail and foresail; at 12 meridian set reefed foresail; latitude, 33° 53′. That Friday the 21st commenced with a heavy gale from west; at 1 p. m. took in the foresail and staysail, and lay-to under close reefed maintopsail and spencer; head to the north, the vessel pitching and rolling very heavily, and shipping a great deal of water; middle part, heavy gales; at 6 a. m. wore ship to the southwest, and set reefed foresail; latter part, strong gales from north; made sail as occasion required; latitude, by observation, 35° 42′. That thereafter nothing material happened on board the said barque until Tuesday the 2d day of May, instant, when they had heavy squalls of thunder and lightning from the southwest; took in all the light sails; at 11 a. m. double reefed the topsails; sun obscured. That on Wednesday the 3d they had violent squalls of rain; at 2 p. m. clewed up, and made sail as occasion required; at 8 p. m. heavy squalls from WSW.; shortened sail to close reefed topsail; throughout the night it was squally; at 4 a. m. cleared up, and made sail as occasion required; latter part, strong breezes and fine weather; latitude, by observation, 33° 24′. That throughout Thursday the 4th had light breezes; all sail set by the wind; at 7 a. m. boarded the brig Caroline and Mary, of Boston, twenty-four hours out, from Cape Fear, bound to Rio Janeiro, and got from her a barrel of bread, molasses, and sugar; latitude, by observation, 33° 37′ north. That on Friday the 5th had moderate breezes from southwest; all sail set by the wind; at 8 p. m. sounded in 17 fathoms, coarse sand; tacked ship to SE.; at 12 midnight tacked ship to the westward; middle part, strong breezes; latter part, moderate breezes and fine weather; at 12 meridian sounded in 17 fathoms, sand and shells; latitude, 33° 39′. That thereafter they continued in the diligent prosecution of their said intended voyage, nothing material happening on board until Friday the 12th, which commenced with strong breezes from westward, and squalls of rain; took in all the light sails, and double reefed the topsails; at 8 p. m. set all sail by the wind to the best advantage; at 1 30 p. m. got a Charleston pilot on board, Charleston light-house bearing ESE. 35 miles distant; at 12 meridian Charleston light bore W. by N. 15 miles. That Saturday the 13th came in with strong breezes from NW.; at 8 p. m. came to anchor outside the bar, in 8 fathoms water, with the best bower anchor and chain; at 6 a. m. got under way and came over the bar; and at 5 p. m. came to anchor off the city of Charleston.

And the said appearers did further severally declare, that the said barque at the time of her departure from Liverpool aforesaid, upon the said intended voyage, was tight, staunch, and strong; and had her hatches well and sufficiently caulked and covered; and was well and sufficiently manned, provided, and furnished with all things needful and necessary for the said voyage, and that during the said voyage the said appearers and ship's company used their utmost endeavors to preserve the said barque and the goods of her loading from damage. And

therefore the said Tristram Clark, master as aforesaid, did declare to protest, as by these presents he doth solemnly protest, against all and every person or persons whom it shall or may concern, and doth declare, that all damages, losses, and detriments, that have happened to the said barque, and the goods of her loading, are, and ought to be, borne by the merchants and freighters interested, or whomsoever else it shall or may concern, (by way of average or otherwise) the same having occurred as before mentioned, and not by or through the insufficiency of the said barque or neglect of the said first appearer, his officers, or any of his mariners.

TRISTRAM CLARK, *Master.*
"CHARLES WILLIAMS," *2d mate.*
his
THOMAS ⋈ FRAZER *Mariner.*
mark
"GREENLEAF CLARK," *Mariner.*

All which matters and things were declared, alleged, and affirmed, as before is set forth, in the presence of me, the said notary, and therefore I have hereunto subscribed my name, and affixed my notarial seal, being requested to testify and certify the premises. Thus done and protested at Charleston aforesaid, the day and year first before written.

"ALEXANDER W. BLACK," [SEAL.]
Notary public.

Survey.

THE STATE OF SOUTH CAROLINA,
City of Charleston.

We, James Ross, Edward Candler and Richard Clark and William Kunhad, wardens for the port of Charleston, by request of Captain Tristram Clark, of the barque Susan W. Lind, of Portland (Maine) made 15th May, 1848, and by virtue of a warrant to us, directed by the chairman of the board, did repair on board said vessel, and then and there did examine and survey the hatches, found them caulked, payed with soap and tarpaulined; two casks underneath the same, well dunnaged from the salt, marked S and B I 276, 277, apparently dry and in good order; on the starboard side casks were stowed, well dunnaged from the sides of the vessel, mats covered over the casks, to prevent the sacks of salt from touching the same; on the larboard side casks, and two cases were stowed, dunnaged, and covered over in like manner, on removal of the mats, the casks and cases were found damp; examined the general stowage as far as then could be seen; found salt stowed on the between decks beams, from after part of hatch to the second forward beam from the same, and down to the ceiling in the lower hold, crates stowed abaft the salt, reaching by the captains report to us, to some distance abaft pump, well in the between decks; abaft the crates were stowed twenty cases, marked C [B R] and five cases

marked L and B, and two bales marked J and S B & Co.; forward of the salt were stowed crates and casks, crockery ware.

Since the 15th, the cases mentioned aforesaid have been discharged, and by the report of the captain, mate, custom-house officer, and Mr. Cummings, who was employed to discharge the vessel. Twenty-two cases with the others mentioned aforesaid, were landed with the two bales, in a dry and good order. On the 26th, examined the following casks hardware, stowed in the after hold; ground tier [J & S B] two cases ‡ 624, 623. Eleven casks ‡ 534, 576, 515, 511, 510, 518, 514, 513, 512, 517, 509. S N H, fifteen casks, ‡ 293, 294, 477, 174, 467, 478, 285, 286, 476, 469, 295, 475, 468, 291, 346.

W A & Co., two casks ‡ 322. 313. W & J E A eight casks ‡ 351, 350, 347, 349, 348, 346, 345, 344, M D two casks ‡ 1. 3. $\frac{M\ C}{B\ W}$, one cask, ‡ 483, R H & Co., two casks, ‡ 8,129. All the aforesaid casks were found well stowed and sufficiently dunnaged, but wet, damp and stained, owing to water blowing through the seams of ceiling, and the great humidity of the hold; the vessel being salted, and the ceiling from the lower deck beams downward to keels on fore and aft on both sides, were wet and very damp.

On the 29th and 31st, the wardens examined twenty-two cases marked C [B R] ‡ 71 & 92. After they were landed and in store, found many of them stained outside with mud, dry and in good order; on opening the cases the wood inside in several of the cases, appeared stained; inside of these cases were stowed small boxes; on opening them the cotton thread, contained therein, was found musty, mouldy and damaged; which in our opinion has been caused by the great humidity, sweat, and dampness of the hold.

By inspection in the log book it appears the vessel left Liverpool bound to Charleston on the 14th March; during the passage to this place, they experienced many severe gales with heavy seas, during which they shipped much water on deck, and causing the barque to labor, strain, and make water.

[L. s.] Given under my hand and the seal of office, May 31st, 1848.

"JAMES ROSS," *Chairman.*

Decree of district court.

SATURDAY, *24th June*, 1848.

The court met and was opened as usual.

Present, his honor R. B. Gilchrist.

BARNWELL & RAVENEL vs. THE BARQUE SUSAN W. LIND. } Libel, damage to cargo. Decree.

The court stated its opinion of the circumstances of the case, and pronounced its decree as follows:

"It is ordered, adjudged, and decreed, that the libel filed in this case

be dismissed with costs, on the ground of there not being introduced at the trial of the cause sufficient evidence to establish the fact of the goods of the libellants, shipped on board of the barque Susan W. Lind, being in good order and condition at the time of their shipment."

"R. B. GILCHRIST," *D. J.*

Petition of appeal to circuit court.

UNITED STATES OF AMERICA,
South Carolina district.

In admiralty.

To the honorable James M. Wayne, one of the associate justices of the United States Supreme Court, and judge of the sixth circuit, South Carolina district.

The humble petition of Barnwell and Ravenel, respectfully showeth: That on or about the day of March, eighteen hundred and forty-eight, the barque called the Susan W. Lind, being at Liverpool, in the kingdom of Great Britain, and bound on a voyage thence to Charleston, South Carolina, your petitioners caused to be shipped on board the said barque (whereof Tristram Clark then was master) divers goods, wares, and merchandise, then in good order and condition, of great value, to wit, of the value of about six thousand one hundred and thirty-two dollars; to be taken care of, and safely and securely carried and conveyed, in and on board of the said barque, from Liverpool to Charleston aforesaid, and then safely and securely delivered in the like good order and condition to your petitioners (the dangers and accidents of the seas and navigation excepted) they paying certain freight therefor. That afterwards, to wit, on or about the fourteenth day of March, eighteen hundred and forty-eight, the said barque having on board the said goods, sailed from Liverpool, and on 13th day of May, arrived at Charleston, and that the said goods were soon after delivered to petitioners. That the said goods were not taken care of, and safely and securely carried and conveyed in the said barque, and safely and securely delivered to petitioners at Charleston, according to the tenor and effect of the bill of lading; but, on the contrary, although no injury accrued from any dangers or accidents of the seas or of navigation, the said goods were so badly taken care of by the said master, that through the neglect, fault, and mismanagement of the said master, the same were greatly injured and damaged, to wit, to the amount of three thousand and sixty-six dollars. That the said damage not having been paid, or any part thereof, your petitioners did, on 31st day of May, 1848, file their libel against the said barque, and on day of June, the cause came on for hearing before his honor, Judge Gilchrist.

And it was insisted by the master and owners of the said barque Susan W. Lind, that the damage done to the said goods existed before they were placed in the hands of the carriers, or that if incurred on board the said vessel, they were caused by the perils of the seas, for which they as carriers are not liable.

Your petitioners showed, in reply, that by the bill of lading the carrier had acknowledged the goods to be in good order, at the time they were received on board; and, moreover, that the goods were packed as is usual with all goods of the kind received in the United States; and as to the perils of the sea, there was no sufficient proof on the part of the carrier to enable him to claim exception on that account.

Your petitioners, therefore, insisted, that as carriers, the defendants were bound to pay the damage. But his honor, Judge Gilchrist, was pleased to dismiss the libel on the ground that your petitioners had not established that the goods were in good order at the time they were received on board the said barque.

Your petitioners, therefore, humbly appeal from said decree, and pray that the said cause may be reheard, and that the said decree may be reversed, and that your petitioners may receive such other relief in the premises as to your honor may seem meet. And, as in duty bound, your petitioners will ever pray, &c.

MEMMINGER & JERVEY,
Appellants' Proctors.

Filed 26th June, 1848.

Hearing before circuit court.

And afterwards, to wit, at the March term of the circuit court, in the year of our Lord one thousand eight hundred and forty-nine, in the record of the proceedings of said court is the following entry:

MONDAY, *7th May*, 1849.

The court met, according to adjournment, and was opened in due form. Present, his honor J. M. Wayne.

BARNWELL & RAVENEL
vs.
THE BARQUE SUSAN W. LIND.

Libel—Damage to cargo—Appeal from district court.

The following witnesses were sworn and examined, viz., E. W. Bancroft, R. H. Tucker, J. S. Cohen, and Arthur Holmes.

Mr. Memminger moved for publication of several commissions; ordered accordingly; and the depositions of witnesses residing in Paisley, (Scotland,) in Glasgow, in Liverpool, and in Philadelphia, were read.

Mr. Memminger opened the case.

Messrs. Munro and Brewster were heard for the respondents, and Mr. Memminger in reply for the libellants.

Testimony.

E. W. Bancroft, sworn. Merchant for eighteen years; dry goods; has been buying and selling spool cotton all that time; Taylor's cotton, (the most celebrated before Coates,) was put up in tin boxes; never knew it to come out damaged; for he thinks the tin boxes water tight. Coates' thread was put up in wooden boxes and insecurely; it was complained of

very frequently; it was put up in small boxes along with pack thread, and the small boxes enclosed in larger ones.

His experience is that Coates' thread has frequently come damaged; it is very apt to become damp; most of this Coates' cotton is manufactured with sizing, which makes it liable to be affected by damp.

Has had experience in the sizing of cotton in the manufactories, and has found cotton liable to spot from the nature of the sizing; has known of cases in which the cotton was injured when the boxes looked very well, only the nails rusted.

Coates' cotton is now, as far as comes under his observation, put up in tin boxes; and is so put up by recommendation of American merchants; has received probably one hundred of these tin boxes, the cotton always in good order and unstained.

Cross examined.

Don't know whether the pack thread has sizing in it; if the pack thread has no sizing and also becomes damp, would attribute the dampness of the cotton to other cause than the sizing; Coates' cotton has superseded Taylor's, and was put up in wood until lately.

Has purchased 100 cases of Coates' cotton which was damp; thinks it came in the ship Martha; he also observed some cases damaged which came in the Susan W. Lind; these are the only large cases of damage he has observed in Coates' cotton in all his experience.

E. W. BANCROFT.

Sworn to 7th May, 1849.

H. Y. GRAY, *District Clerk.*

Captain R. H. Tucker, sworn. Has carried salt very often; the sacks in a hold of a ship are almost always wet; thinks that if the sacks keep wet themselves, they can't give it out to other goods; it would rather absorb than give out; ships, with or without cargo, are always damp, more or less; especially in summer, on a voyage from Liverpool to Charleston.

He considers the stowage in this ship the best possible stowage; thinks that a board 1¼-inch thick with a matting is sufficient dunnage.

Examined by the court.

Usually leaves one of the hatches open.

Examined by Mr. Brewster.

The sack is made wet by the salt absorbing moisture through the sack from the atmosphere.

The ceiling is put in, for the sake of strengthening the ship; ceiling extends from the keel to upper deck.

R. H. TUCKER.

Sworn to 7th May, 1849.

H. Y. GRAY, *District Clerk.*

J. S. Cohen, sworn. He heard captain admit, that if he was accountable at all, it would be for only two cases which were not so care-

fully stowed as the rest; until *the* within the last year or two, Coates' cotton, in wooden boxes, has generally come in good order; he thinks that wooden boxes for the purposes of ordinary commerce are not sufficient; has no knowledge of any boxes, except these which were damaged, except probably in the Martha.

Cross examined.

Thinks the cotton would be secure in tin boxes.

J. S. COHEN.

Sworn to 7th May, 1849.

H. Y. GRAY, *District Clerk.*

Arthur Holmes, sworn. Says that he has heard the captain distinctly admit, that two of the cases were injured from bad stowage. Mr. Cohen was present; there was no qualification.

By the court.

The captain afterwards stated to him, that as he was sued for damage to 22 cases, he would stand suit for all, though previously he was willing to have paid the damage on the two cases.

A. HOLMES.

Sworn to 7th May, 1849.

H. Y. GRAY, *District Clerk.*

Commission to examine witnesses in Paisley, (Scotland.)

THE UNITED STATES OF AMERICA,
District of South Carolina.

The United States of America, to Messrs. Jos. Cowden James Macfie, and Thomas Somervail, greeting:

Whereas a certain cause is now depending in the federal circuit court for the said district, on an appeal from the district court, holding admiralty jurisdiction, wherein Barnwell & Ravenel are appellants, and T. Clark, master, and others, owners of the barque Susan W. Lind, &c., are respondents.

And it being necessary to the investigation of the said cause, that certain persons, viz., George Stephens and Charles Mills (in the employ of Messrs. J. & P. Coates,) resident in Paisley, Scotland, should be examined on certain interrogatories:

Now, know ye, that in confidence of your prudence, ability, and integrity, you are by these presents appointed, and full power and authority are given hereby to you, any two or more of you, diligently to examine all witnesses whatsoever, upon certain interrogatories to be exhibited to you, as well on the part of the said appellants as on the part of the said respondents, or either of them; and, therefore, you, and two or more of you, are hereby authorized and required, on certain days, and at certain places to be appointed by you for that purpose, to cause the said witnesses to come before you, and then and there to ex-

amine each of them apart on the said interrogatories, on their respective corporal oaths, first taken before you, or any two or more of you, and to take such their examinations, and to reduce them into writing on paper; and when you shall have so taken them, to send the same to the judges of the federal circuit court, in and for the district aforesaid, closed up, and under your seals, distinctly and plainly set together, with the said interrogatories and this writ.

And you, and every of you, are hereby further required, that before you act in, or be present at, the swearing or examining of any witness or witnesses, you do severally take the oath first specified in the schedule hereunto annexed; and you, or any two, or one of you, are hereby authorized and empowered, jointly and severally, to administer such oath to the rest, or any other of you; and you are hereby further authorized and required, jointly and severally, to administer the oath last specified in the said schedule hereunto annexed, to all and every of the clerks or clerk, employed in taking, transcribing, or engrossing the deposition or depositions of witnesses, so examined by virtue of these presents, before they, or he, shall be permitted to act as clerks or clerk, or be present at such examination.

Winess the honorable R. B. Taney, this twenty-seventh day of No-
[L. S.] vember, in the year of our Lord one thousand eight hundred and forty-eight, and in the seventy-third year of the sovereignty and independence of the United States of America.

H. Y. GRAY,
Dist. clerk.

Commissioner's oath.

You shall, according to the best of your knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examination and deposition of all and every witness and witnesses, produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now produced and left with you; and you shall not publish, disclose, or make known to any person or persons whatsoever, except the clerk or clerks by you employed and sworn to secrecy in the execution of this commission, the contents of all or any of the depositions of the witnesses, or any of them, to be taken by you and the other commissioners in the commission named, or any of them, by virtue of the said commission, until publication shall pass by rule or order of the federal circuit court aforesaid. So help you God.

Clerk's oath.

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take and write down, transcribe and engross, the depositions of all and every witness and witnesses, produced before and examined by the commissioners, or any of them named in the commission hereunto annexed, as far forth as you are directed and employed by the said commissioners, or any of them, to take, and write down, and engross, the said depositions, or any of them; and you shall

not publish, disclose, or make known, to any person or persons whatsoever, the contents of all or any of the depositions of the witnesses, or any of them, to be taken or written down, transcribed or engrossed, by you, or whereto you shall have recourse, or be any wise privy, until publication shall pass by rule or order of the federal circuit court aforesaid. So help you God.

Instructions for the commissioners.

The commissioners must first attend to the instructions contained in the commission, after which, when they are proceeding to business, they will put the first interrogatory to the first witness produced, and [write] down his answer thereto on a sheet entitled "deposition of witneses sworn and examined," &c., &c.; when done with this, they will put the second interrogatory, and set down his answer to that also, and so on, till they have finished putting the interrogatories to him. They will then proceed to examine such other witnesses as may be produced; in which case, they will entitle their depositions in the same manner as those of the first, with the difference of the parties' name, age, &c., &c. They will then fix and seal the several sheets together, and set their hands and seals at the bottom of the whole, and their hands to each sheet, leaving the covering sheet on the outside of the whole; then enclose the whole, commission and all, in a large paper, well sealed up, with their seals, with their names affixed thereto; and having first endorsed the packets, on a corner thereof, with the names of the parties in the same manner as is done on the covering sheet of the depositions, direct the same to Henry Y. Gray, esquire, clerk of the federal court, Charleston, South Carolina.

If this commission is returned by post, one of the commissioners who examined the witness, must endorse and sign a certificate that the same was lodged by himself in the post office at

N. B. Should the sheets annexed not be sufficient, the commissioners can easily tack others thereto, putting the covering sheet over the whole; and any two of the commissioners will be sufficient to take the examination.

Interrogatories.

BARNWELL & RAVENEL
vs.
BARQUE SUSAN W. LIND.

Interrogatories to be propounded to George Stephens and Charles Miles, witnesses, residing at Paisley, in Scotland, produced, examined, and sworn on part of libellants.

First interrogatory. Were you or not in the employment of J. & P. Coats, or engaged in their manufactory of thread, some time in February and March, 1848; if yea, declare when, and what was your customary duty and employment.

Second interrogatory. Look at the invoice, a copy of which is here-

unto annexed. Do you know any thing of the parcels of thread therein mentioned, and of the condition in which the several parcels and spools of thread were at the time they were first put in cases, and packed; if yea, declare in what condition each parcel was, whether in good order or not; and state, particularly, what precautions were taken to preserve the cotton from injury, both in the interior and in the cases. State what became of them afterwards; to what place and to whose care they were forwarded from Paisley, and in what condition they were when forwarded.

Third interrogatory. If you are unable to identify the packages as per invoice, then state whether you had any thing to do with the thread manufactured by J. & P. Coats, in February and March, 1848; whether you know any thing of a parcel of 24 cases, or thereabouts, sent off to Glasgow, for shipment by the Princess Royal, to Liverpool, about the end of February or beginning of March; if yea, declare how many cases were so forwarded, and for whose account, and by what vessel, and what was the condition of each case, internally and externally; declare, particularly, what means were used to preserve the thread, and whether these means were sufficient usually.

Fourth interrogatory. Be pleased to state, particularly, what means are usually employed in putting up thread at Coats' manufactory, to preserve it from injury, and whether these means are generally found sufficient; whether these means were employed with the thread forwarded in February and March, 1848, for shipment by the Princess Royal, from Glasgow to Liverpool, or for all thread forwarded from the establishment about the date of the said invoice.

Fifth interrogatory. Have you any knowledge or information as to the liability of thread to suffer from internal decay or dampness, or other internal cause; what means are taken to prevent any such injury; and are the modes of putting up the thread of J. & P. Coats, found to be safe by experience; are they more or less liable to injury than thread packed in other ways, in tin boxes for instance; is the best mode of putting up thread adopted, or is any other mode known to be better than that which is adopted, and which was adopted on this occasion?

Sixth interrogatory. Do you know any other matter or thing tending to shew that the cases of cotton thread, mentioned in the invoice hereunto annexed, were in good condition, internally and externally, at the time they were first put up, and at any subsequent time, until they were shipped at Liverpool; if yea, declare the same as fully as though specially interrogated?

Libellants' commissioners.

"MEMMINGER & JERVEY,"
Libellants' proctors.

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Cross interrogatories.

BARQUE SUSAN W. LIND
ads.
BARNWELL & RAVENEL.

Cross interrogatories to be propounded to George Stevens and Charles Miles, witnesses, residing at Paisley, in Scotland.

First cross interrogatory. If you say that you know any thing, of your own knowledge, of the parcels of thread mentioned in the invoice referred to in the second interrogatory in chief, state how you are able to identify this parcel from any other parcels; were you, or either of you, present when the particular parcel of thread was packed up?

Second cross interrogatory. If you were employed in the manufactory of cotton thread of J. & P. Coats, in February or March, 1848, please state how the spools of thread were packed then, and how they are packed now. Has this cotton thread of J. & P. Coats, ever been packed in tin boxes; if yea, state about what time the tin boxes were first used for this purpose by them, and why this mode of packing was introduced.

Third cross interrogatory. When the thread of J. & P. Coats is packed up, whether in tin or wooden boxes, please state how the boxes containing the thread are fastened together; are they closely secured with the view of their not being opened until they reach the hands of the retailer, or are they packed so that all the boxes may be easily examined by the wholesale dealers in this article?

Fourth cross interrogatory. If you say you know any thing of a particular parcel of 24 cases of thread, manufactured by J. & P. Coates, and sent to Glasgow to be shipped to Liverpool by the Princess Royal in February or March last, state how the thread was packed in these cases. Is, or is not, fine cotton thread, such as manufactured by J. & P. Coats, liable to be stained and injured by exposure to a damp atmosphere; is it or not within your knowledge and experience that it frequently happens that cotton thread like that mentioned in the invoice referred to, becomes stained, or more or less stained, if exposed to a close and moist atmosphere when packed in wooden boxes?

Fifth cross interrogatory. Have you any knowledge or information as to what has been the condition of the cotton thread manufactured by J. & P. Coats, which has been shipped to the United States, upon its arrival when packed in wooden boxes; or have, or not, frequent complaints reached you that the thread so packed has been found to be stained and damaged, when the said boxes have been opened in America? Have, or have not, the manufacturers of this thread, found it expedient to adopt some other mode of packing it than in wooden boxes, to preserve it in good order when shipped to great distances? If yea, declare what other mode has been adopted, and how it has succeded.

Sixth cross interrogatory. Would or would not this thread be likely

to be somewhat damaged when packed in wooden boxes, if exposed to wet weather, although for a short time, either on the wharves or elsewhere, in its course of transportation?

Seventh cross interrogatory. If you know any other matter or thing of advantage to the parties defendant in this case, state the same as fully as if particularly interrogated thereto.

"C. R. BREWSTER,"
Proctor for respondents.

Interrogatories.

Before Messrs. Joseph Cowden and Thomas Somervail, duly sworn, and before John Stewart, junior, of the city of Glasgow, attorney at law, as clerk to the commission, duly sworn.

Deposition of witnesses, sworn and examined at Glasgow, on the twenty-third day of February, in the year of our Lord one thousand eight hundred and forty-nine, upon a commission issued from the district court of the State of South Carolina, in the United States of America, to Messieurs Joseph Cowden, James Macfie, and Thomas Somervail, in a certain cause now depending in federal circuit court for the said district, on an appeal from the district court, holding admiralty jurisdiction, wherein Barnwell and Ravenel are appellants, and T. Clark, master, and others, owners of the Barque Susan W. Lind, &c., are respondents.

George Stephens, warehouseman, residing in Paisley, in the county of Reapon, in that part of Great Britain called Scotland, aged twenty-five years and upwards, produced, examined, and sworn, on the part of the libellants:

To the first interrogatory he saith, that he went into the employment of J. & P. Coats, thread manufacturers, Paisley, in the month of February, eighteen hundred and forty-four, and that he has been in their employment since that time; that he was in their employment in the months of February and March, eighteen hundred and forty-eight; that his duty and employment was to attend to the warehouse and see the goods properly packed into boxes.

To the second interrogatory he saith, that he hath looked upon the invoice, a copy of which is hereunto annexed; that he recollects of the twenty-four cases or parcels of thread therein mentioned being forwarded in the month of February, eighteen hundred and forty-eight, by his employers, Messrs. J. & P. Coats, by a steam vessel from Glasgow to Liverpool, addressed to Richard Shiel & Company, to be sent by them to Barnwell & Ravenel; that he cannot particularize these cases or parcels as to their condition when sent away from any other parcels sent away, as all parcels or cases are in good condition and sufficiently packed before being sent out of the warehouse; that the thread is first wound upon spools, then packed in dozens, then put into small boxes of one hundred dozen each, and six of these make a case; and if the thread, when going through these processes, was the least injured

or damp, he would discover it; that he is certain these cases were all in good order when packed; that the cottons going abroad are always put into a wooden box, lined with stout brown paper, which is considered sufficient to protect them from injury in the interior and outwardly; that these cases were sent to Glasgow by carts to be put on board of a steamboat for Liverpool; that they were addressed to Richard Shiel & Company of Liverpool, and were taken by the carts directly to the steamboat the day that she was to sail from Glasgow to Liverpool, and the goods were in good condition when so forwarded.

To the third interrogatory he saith, that he is unable from the invoice to identify the packages, but he knows that in the month of February, eighteen hundred and forty-eight, twenty-four cases or parcels were sent to Barnwell & Ravenel, and that they did not get from Messrs. J. & P. Coats any cases or parcels for several months before that date, nor for several months after that date, and that the assortments in the invoice are the assortments which have been sent to Barnwell & Ravenel since he went into the employment of Messrs. J. & P. Coats; that, as before stated, he was in the employment of J. & P. Coats in the month of February, eighteen hundred and forty-eight, and that a parcel of twenty-four cases was sent off to Glasgow for shipment by the Princess Royal to Liverpool, about the twenty-ninth of February, eighteen hundred and forty-eight; that, upon again looking at the invoice, he recollects that the numbers therein specified are the numbers which were so sent to Glasgow to be shipped for Liverpool, and then to be sent to Barnwell and Ravenel; that there were first twenty-four cases so forwarded from Glasgow to Liverpool by the Princess Royal, addressed, as before stated, to Richard Shiel & Company, of Liverpool, to be sent by them to Barnwell & Ravenel, Charleston, South Carolina; that he does not know by what vessel these cases were forwarded from Liverpool; that, as before stated, each of the cases was in good condition internally and externally; that as before stated the spools were packed in dozens, then put into small boxes of one hundred dozen each; that six of these made a case; that these cases were put into a strong wooden box, lined with paper, between the small boxes; that these means have usually, and in all cases that he knows of, been sufficient to protect the thread; that all the cases of cotton thread sent to Barnwell & Ravenel have been packed the same way as the said twenty-four cases, and all the cases sent to other parts of America have been sent the same way, and have been found sufficient; that the small cases are also lined with brown paper.

To the fourth interrogatory he saith, that the thread to be forwarded to parties in Britain is packed in boxes, according to the size of the order; the thread, as brought from the manufactory to the packing-room or warehouse, is arranged by numbers, then put upon shelves packed into dozens in paper, and these means have, since he went to the employment of J. & P. Coats, in February, eighteen hundred and forty-four, been found sufficient to preserve it from injury; that these means were employed with the thread forwarded in February, eighteen

hundred and forty-eight, for the shipment by the Princess Royal from Glasgow to Liverpool, and for all the thread forwarded from the establishment about the date of said invoice; that the home goods are packed in parcels, and if the order be large, as before stated, are put into a box to be forwarded to their destination.

To the fifth interrogatory he saith, that he does not know anything that causes thread to suffer or cause internal decay unless it was lying long in dampness; that he has never seen any thread injured by dampness or any way decayed; that the ware-room of J. & P. Coats is lined with wood, and the thread does not lie long upon the shelves, not for more than a week or two at most; that the modes or means adopted at J. & P. Coats' manufactory, have, to his experience, been found sufficient to prevent injury; that he does not know whether thread packed into tin cases is more or less liable to injury than when packed into wooden boxes; that he does not know any better mode for preserving thread from dampness or decay than what was adopted on this occasion, unless tin boxes be better, which have been tried lately by J. & P. Coates, but whether better or not than wooden boxes he has never heard.

To the sixth interrogatory he saith, that the cases of cotton thread mentioned in the invoice hereunto annexed, were in good condition internally and externally at the time they were first put up, as also all the thread in J. & P. Coats' manufactory, which was also in good condition when put up; that the cases were in good condition when taken away from the manufactory by Coats to Glasgow, on the day the Princess Royal was to sail for Liverpool, and that he knoweth nothing more bearing on the matter.

GEORGE STEPHENS.

Deposed to at Glasgow this twenty-third day of February, eighteen hundred and forty-nine, before—

JOSEPH COWDEN, *Com'r.* [L. S.]
THOMAS SOMERVAIL, *Com'r.* [L. S.]
JOHN STEWART, JR., *Clerk.* [L. S.]

Answers to cross interrogatories.

To the first cross interrogatory, on the part of the respondents, the said George Stephens saith, that he distinctly recollects of said parcel of thread being packed up; that all parcels are packed up by him, unless when he is absent unwell, and that he has not been absent unwell except from the month of September till the month of October last, eighteen hundred and forty-eight; that he distinctly recollects and can identify the parcel from the fact that there were no parcels from J. & P. Coats to Barnwell & Ravenel before said parcel was made up for several months previously, or for several months after that date, being the month of February, eighteen hundred and forty-eight.

To the second cross interrogatory he saith, that in the months of February and March, eighteen hundred and forty-eight, he was in J. & P. Coats' employment; that the spools in these months were

packed in dozens, and one hundred dozen put into a small box or case, and six small boxes into a large case; the small cases are lined with brown paper, and the same mode or practice is still followed; that J. & P. Coats commenced about six months bye past to pack the spools into small tin boxes when the thread was to be shipped abroad; that he never heard the reason why J. & P. Coats substituted the tin boxes for wooden ones; that it would be about the middle of summer that J. & P. Coats first commenced to use tin boxes, that is, the summer of eighteen hundred and forty-eight.

To the third cross interrogatory he saith, that when the spools were packed into wooden boxes they were strongly nailed together and the lids nailed down; that they were then nailed round and round with hoops, and when packed in small tin boxes the lids are soldered on; that boxes are not intended to be opened till they are received by the persons to whom they are shipped; that a wholesale dealer would likely open the boxes before he gave them to a retailer, but he does not know [the] practice, as wholesale purchasers see the thread in J. & P. Coats' warehouse before it is shipped, if they wish to do so; that he does not know how wholesale dealers and not manufacturers of thread do with retailers.

To the fourth cross interrogatory he saith, that the twenty-four cases shipped in the month of February, eighteen hundred and forty-eight, was packed into wooden boxes lined with brown paper; that he does not know that fine cotton thread manufactured, or such as manufactured by J. & P. Coats, is liable to be stained by a damp atmosphere, and he does not think it would be so stained; that he never saw cotton thread, like that mentioned in the invoice referred to, to become stained or injured by being exposed to a close and moist atmosphere when packed in wooden boxes, and he does not think it would unless exposed to wet; that when sending fine cotton thread previously to Barnwell & Ravenel, and to other parties in America, he always packed the thread in wooden cases and boxes as before described, and he never heard of any of it being injured, till he heard of the injury of what is contained in said invoice, which is the only lot he ever heard or knew of being injured.

To the fifth cross interrogatory he saith, that he has never heard a complaint against the thread manufactured by J. & P. Coats being packed into wooden boxes, or ever heard that it has been stained or damaged when said boxes were opened in America, except in this case in which he is now examined; as before stated, J. & P. Coats have, since the middle of the summer, eighteen hundred and forty-eight, used small tin cases for packing the thread in, which was to be shipped abroad, but their reasons for so doing he never heard, and he has never heard how they have succeeded.

To the sixth cross interrogatory he saith, that the thread could not be damaged, although exposed to rain for a short time, either on the wharves or elsewhere, as the cases were firmly nailed close together; the small cases, as before stated, being tightly nailed down, and then

put into the large box, which is hooped round and round tightly, and nailed.

To the seventh cross interrogatory he saith, he knoweth nothing else than what he has stated.

GEORGE STEPHENS.

Deposed to at Glasgow, this twenty-third day of February, eighteen hundred and forty-nine years, before

JOSEPH COWDIN, *Commissioner*, [L. S.]
THOMAS SOMERVAIL, *Commissioner*, [L. S.]
JOHN STEWART, JR., *Clerk*. [L. S.]

Charles Mills, foreman of the warehouse of J. & P. Coates, thread manufacturers, Paisley, and residing in Paisley aforesaid, aged forty years and upwards, produced, examined, and sworn on part of the libellants.

To the first interrogatory he saith, that he went into the employment of J. & P. Coats in the month of August, eighteen hundred and thirty-four, and has been in their employment since that time; that he was in their employment in the months of February and March, eighteen hundred and forty-eight; his duty, as foreman, is to see the thread from the time it is bleached go through the winding; then spooling it; then ticketing it; then putting it into dozens, and then into parcels, and then to see it packed, then to be sent off.

To the second interrogatory he saith, that he hath looked at the invoice, a copy of which is hereunto annexed; he perfectly recollects the shipment specified in that invoice; that the parcels and spools of thread were, at the time they were packed for shipment, in perfect good order and condition, that is, at the time they were packed into cases for shipment; that each parcel or box was in perfect good order; that there were no precautions taken, except being particular as to have good tight boxes which contained the thread for shipment; that being all the precaution which could be used, the said cases were sent to Glasgow to be put on board of the Princess Royal steamboat, addressed to Richard Shiel and Company, Liverpool, to be by that Company sent to Barnwell & Ravenel, South Carolina, United States of America; that they were in good condition when forwarded from Paisley.

To the third interrogatory he saith, that he hath identified the packages specified in said invoice; that J. & P. Coates have, for several years, sent thread to Barnwell & Ravenel; that the goods or thread specified in the invoice hereunto annexed, were sent away about the twenty-ninth day of February eighteen hundred and forty-eight; and that no thread was sent to Barnwell & Ravenel for several months previous, or several months after that date; that there were twenty-four cases, and each case was in good condition internally and externally, as he saw them on the carts when taken from J. & P. Coats' warehouse for Glasgow.

To the fourth interrogatory he saith, that to some of J. & P. Coats'

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customers in America, they have long sent thread in parcels, and continue to send it to some of the customers in that manner to this day; that to some customers they afterwards sent it in wooden boxes; and in May, eighteen hundred and forty-eight, at least in the beginning of summer, eighteen hundred and forty-eight, tin boxes have been used for packing the thread for shipment; when the thread is put upon spools it is put upon shelves, according to the respective numbers thereof; and when to be sent away, it is put up into parcels, and then into large cases; and these means have always been found sufficient to preserve the thread from injury; that he never heard of any of the shipments abroad being injured except this one; that the same care was taken to protect and preserve the shipment specified in said invoice, sent by the Princess Royal about the twenty-ninth day of February, eighteen hundred and forty-eight; and the same care is taken to preserve all the thread shipped or despatched from the establishment when shipped abroad.

To the fifth interrogatory he saith, that internally thread is not liable to suffer from internal decay or dampness, or any other internal cause; that he has thread beside him since the year eighteen hundred and thirty-nine, being sample thread, which is not the least decayed; that no means are taken to protect thread from internal injury or decay, except the proper manufacture of it; that none of J. & P. Coats' thread has ever, to his knowledge, decayed from being improperly manufactured; that all the thread, when manufactured by J. & P. Coats, is put into a dry warehouse lined with wood, and there kept till it be bought or sent off for shipment; and from eleven years' experience, he has found that the mode of putting up the thread in J. & P. Coats' warehouse has been safe; that he considered the packing of thread in wooden cases for shipment safe, and he still thinks so, but he now thinks that tin boxes are preferable to wooden ones. Tin boxes were not used, to his knowledge, when the shipment was made contained in said invoice. J. & P. Coats had not then tried tin boxes, nor did they try them for several months after that shipment, and he does not know of any person using tin boxes at the time the shipment was made, which is specified in the invoice hereunto annexed.

To the sixth interrogatory he saith, that the thread specified in said invoice was in good order and condition when packed and put into the carts to take the packages from Paisley to Glasgow, to be there shipped on board of the Liverpool steamboat, and he knoweth nothing more, except that the whole precautions which could be, to his knowledge, taken to preserve the thread, or which ever had been taken in the shipment of thread from J. & P. Coats' establishment, was taken to preserve the shipment made in February, eighteen hundred and forty-eight, as set forth or specified in said invoice.

CHARLES MILLS.

Deposed to at Glasgow, this twenty-third day of February, eighteen hundred and forty-nine years, before

JOSEPH COWDIN, *Commissioner*, [L. S.]
THOMAS SOMERVAIL, *Commissioner*, [L. S.]
JOHN STEWARD, JR., *Clerk*.

To the first cross interrogatory on the part of the respondents the said Charles Mills saith, that he knoweth the parcels specified in said invoice, from there being so seldom shipped to Barnwell and Ravenel; that he was present when the particular parcels were put up; and he is obliged to be present when the parcels are packed, as he has to answer to J. & P. Coats for their being sufficiently packed.

To the second cross interrogatory he saith, that the spools of thread were packed the same way in February and March, eighteen hundred and forty-eight, as they are now packed, and as they have been packed for the last ten years; that the cotton thread of J. & P. Coats was never packed in tin boxes previous to the summer of eighteen hundred and forty-eight, but the thread has been chiefly packed in tin boxes since that date; that shipments are still made by J. & P. Coats to America, of the thread packed into wooden cases, and also packed only in paper; that tin boxes were first used by J. & P. Coats, as before stated, in the summer of eighteen hundred and forty-eight.

To the third cross interrogatory he saith, that when packed into wooden boxes they are nailed tightly down, and if packed into tin, then they are soldered down; and if put into paper, they are put together by a strong cord; then when put into large cases they are nailed down into the cases, and these cases are nailed down and firmly bound with iron hoops, and not intended to be opened till they reach the consignees; but more he knoweth not.

To the fourth cross interrogatory he saith, that the shipment of the twenty-four cases by the Princess Royal was in the usual secure way packed, by being put into small wooden cases firmly nailed together, and then into a larger case, or into larger cases firmly nailed together, and then bound round and bound down with iron hoops; that the thread manufactured by J. & P. Coats would get mildewed if exposed to get dampness; but could not get mildewed, stained, or injured in a damp atmosphere when made up in parcels and cases; that he never knew of thread manufactured by J. & P. Coats being stained or in any way injured by being exposed to a close and moist atmosphere when packed in wooden boxes.

To the fifth cross interrogatory he saith, that he has never heard of any of the thread shipped by J. & P. Coats to America in wooden boxes being any way injured, except the shipment specified in the invoice hereunto annexed; that mostly every week, at least four shipments monthly, upon an average, have for the last seven or eight years been made by J. & P. Coats to America, all packed in wooden boxes, except a few shipments, for the last eight or nine months, in tin cases, and he never heard of a complaint against the packing into wooden boxes; the parties to whom the shipments had been made always sending for further shipments, and which were always packed into wooden cases, and as before stated, he has never heard of any of the shipments, when opened in America, having been stained or injured, except the one specified in the invoice hereunto annexed; that J. & P. Coats have lately used tin boxes; they still send shipments to America in wooden

boxes and also in simple paper parcels; that as before tin boxes have sometimes been used, but he has not heard how they have succeeded.

To the sixth cross interrogatory he saith, that he does not think, and that he cannot see, that the thread could get injured when packed into wooden boxes, unless completely immersed for some time in water; to be exposed to wet weather for a short time could not have injured the thread, whether so exposed on the wharves or in the course of transportation.

To the seventh cross interrogatory he saith, that he knoweth nothing whatever except what he has stated.

CHARLES MILLS.

Deposed to at Glasgow, this twenty-third day of February, eighteen hundred and forty-nine years. Before

JOSEPH COWDIN, *Commissioner*. [L. S.]
THOMAS SOMERVAIL, *Commissioner*. [L. S.]
JOHN STEWART, JR., *Clerk*. [L. S.]

(For copy of invoice, see folio 27.)

Commission to examine witnesses in Glasgow.

The UNITED STATES OF AMERICA,
District of South Carolina.

The United States of America, to Joseph Cowden, James Macfee, and Thomas Somervail, greeting:

Whereas a certain cause is now depending in the federal circuit court, for the said district, on an appeal from the district court, holding admiralty jurisdiction, wherein Barnwell & Ravenel are appellants, and T. Clark, master, and others, owners of the barque Susan W. Lind, &c., are respondents. And it being necessary to the investigation of the said cause, that [a] certain person, viz., Daniel McMurchy, agent to the Glasgow and Liverpool Steam Shipping Company, resident in Glasgow, Scotland, should be examined on certain interrogatories: Now, know ye, that in confidence of your prudence, ability, and integrity, you are, by these presents, appointed, and full power and authority are given hereby to you, [or] any two or more of you, diligently to examine all witnesses whatsoever, upon certain interrogatories to be exhibited to you, as well on the part of the said appellants as on the part of the said respondents, or either of them; and, therefore, you, [or] any two or more of you, are hereby authorized and required, on certain days, and at certain places, or to be appointed by you for that purpose, to cause the said witnesses to come before you, and then and there to examine each of them apart on the said interrogatories, on their respective corporal oaths, first taken before you, or any two or more of you, and to take such their examinations, and reduce them into writing on paper; and when you shall have so taken them, to send the same to the judges of the said federal circuit court in and for the district aforesaid, closed up under your seals, distinctly and plainly set together, with the said

interrogatories and this writ. And you, and every [one] of you, are hereby further required, that before you act in, or be present at, the swearing or examining of any witness or witnesses, you do severally take the oath, first specified in the schedule hereunto annexed; and you, or any two or one of you, are hereby authorized and empowered, jointly or severally, to administer such oath to the rest or any other of you; and you are hereby further authorized and required, jointly and separately, to administer the oath last specified in the said schedule hereunto annexed, to all and every of the clerks or clerk, employed in taking, transcribing, or engrossing the deposition or depositions of witnesses so examined by virtue of these presents, before they or he shall be permitted to act as clerks or clerk, or be present at such examinations.

Witness the honorable R. B. Taney, chief justice of the United States of America, this twenty-seventh day of November, in the [L. S.] year of our Lord one thousand eight hundred and forty-eight, and in the seventy-third year of the sovereignty and independence of the United States of America.

H. Y. GRAY,
Clerk circuit court.

Commissioner's oath.

You shall, according to the best of your knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examination and deposition of all and every witness and witnesses, produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now produced and left with you; and you shall not publish, disclose, or make known, to any person or persons whatsoever, except the clerk or clerks by you employed and sworn to secrecy in the execution of this commission, the contents of all, or any of the depositions of the witnesses, *or any of the depositions of the witnesses*, or any of them, to be taken by you and the other commissioners, in the commission named, or any of them, by virtue of the said commission, until publication shall pass by rule or order of the federal circuit court aforesaid. So help you God.

Clerk's oath.

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take and write down, transcribe and engross, the depositions of all and every witness and witnesses produced before, and examined by, the commissioners, or any of them named in the commission hereunto annexed, as far forth as you are directed and employed by the said commissioners, or any of them, to take, and write down, and engross the said depositions, or any of them; and you shall not publish, disclose, or make known, to any persons or persons whatsoever, the contents of all or any of the depositions of the witnesses, or any of them, to be taken or written down, transcribed or engrossed by you, or whereto you shall have recourse, or be any ways privy, until publica-

tion shall pass, by rule or order of the federal circuit court aforesaid. So help you God.

Instructions for the Commissioners.

The commissioner must first attend to the instructions contained in the commission; after which, when they are proceeding to business, they will put the first interrogatory to the first witness produced, and set down his answer thereto on a sheet entitled "deposition of witnesses sworn and examined," &c., &c. When done with this, they will put the second interrogatory, and set down his answer to that also, and so on, till they have finished putting the interrogatories to him; they will then proceed to examine such other witnesses as may be produced; in which case they will entitle their depositions in the same manner as those of the first, with the difference of the parties' name, age, &c., &c.; they will then fix and seal the several sheets together, and set their hands and seals at the bottom of the whole, and their hands to each sheet, leaving the covering sheet on the outside of the whole, then enclose the whole, commission and all, in a large paper, well sealed up with their seals, with their names affixed thereto; and having first endorsed the packet, on a corner thereof, with the names of the parties in the same manner as is done on the covering sheet of the depositions, direct the same to Henry Y. Gray, esq., clerk of federal court, Charleston, S. C.

If this commission is returned by post, one of the commissioners who examined the witness, must endorse and sign a certificate that the same was lodged by himself in the post office at ————.

N. B. Should the sheets annexed not be sufficient, the commissioners can tack others thereto, putting the covering sheet over the whole, and any two of the commissioners will be sufficient to take the examination.

Interrogatories.—Interrogatories.

BARNWELL and RAVENEL
vs.
BARQUE SUSAN W. LIND.

Interrogatories for Daniel McMurchey, a witness residing at Glasgow, in Scotland, produced and examined on the part of the libellants.

First interrogatory. What is your business or employment, and what was it in February and March, 1848?

Second interrogatory. Have you any knowledge of 24, or any other number of, cases of cotton thread received from the house of J. & P. Coates of Paisly, on or about the —— day of February, 1838? If yea, declare fully, and what was the condition in which the said goods were received by you.

Third interrogatory. What disposition was made of the said cases; by what vessel or conveyance were they forwarded by you from Glasgow, and to what place, and to what consignee were they forwarded,

and at what time; what was the condition of the goods at the time you shipped or forwarded them? Declare particularly.

Fourth interrogatory. Do you know any other matter or thing going to show that the said cases were in good order when shipped by you from Glasgow? If yea, declare the same fully.

Libellants' commissioners.

MEMMINGER & JERVEY,
Libellants' Proctors.

Cross interrogatories.

BARQUE SUSAN W. LIND, &c., ads. BARNWELL & RAVENEL.

Cross interrogatories for Daniel McMurchey, a witness residing at Glasgow.

First cross interrogatory. If you say that you have any knowledge or recollection of 24 cases of cotton thread, received by you from the house of J. & P. Coats, of Paisley, in February, 1848, and that they were in good condition, please state whether you opened the cases and the boxes, therein and examined the thread; is it or not a part of your business to open such boxes, or any packages of merchandise consigned to you to be forwarded, and make an examination of the internal condition of the articles contained therein; when you speak of cases or boxes of goods being received by you in good order, do you mean to be understood as saying anything more than that the external condition of such boxes and packages appears to be good, unless you examine their contents?

Second cross interrogatory. Are you or not well acquainted with the cotton thread above mentioned; is it or not an article peculiarly liable to be somewhat stained by exposure to a damp atmosphere; can it or not be entirely protected, in your opinion, from this liability, unless it is completely excluded from the influence of a moist air? Declare what you regard as the best mode of packing this thread for transportation without injury from staining or otherwise.

Third cross interrogatory. If you know any other matter or thing of advantage to the parties defendants in this case, state the same as fully as if particularly interrogated thereto.

C. R. BREWSTER,
Proctor for respondent.

Before Messrs. Joseph Cowden and Thomas Somervail, both duly sworn, and written by John Stewart, jun'r, of the city of Glasgow, attorney at law, as clerk, duly sworn:

Deposition of witness, sworn and examined at Glasgow, on the first day [of] March, in the year of our Lord one thousand eight hundred and forty-nine, upon a commission issued from the district court of the State of South Carolina, in the United States of America, to Messieurs

Joseph Cowden, James Macfie, and Thomas Somervail, in a certain case now depending in the federal circuit court for the said district, on an appeal from the district court, holding admiralty jurisdiction, wherein Barnwell & Ravenel are appellants, and T. Clark, master, and others, owners of the barque Susan W. Lind, &c., are respondents.

Duncan McMurchy, in said commission named Daniel McMurchy, residing at number thirty, Brown street, in the city of Glasgow, in Scotland, aged nineteen years and upwards, produced, examined, and sworn on the part of the libellants.

To the first interrogatory he saith, that he is a clerk in the employment of the Glasgow and Liverpool Royal Steam Packet Company, to which company the Princess Royal steamboat belongs; that he was in the employment of that company in the months of February and March, eighteen hundred and forty-eight; that he entered the employment of that company in the month of June, eighteen hundred and forty-seven, and that he has been in the employment of that company ever since that time; that there has been no person in the employment of that company named "McMurchy" but himself, since he entered into that company's employment.

To the second interrogatory he saith, that he cannot remember any thing about a number of cases of cotton thread received from the house of J. & P. Coats, of Paisley, except that on the twenty-ninth day of February, eighteen hundred and forty-eight, twenty-four cases of cotton thread, from the house of J. & P. Coats, of Paisley, were sent by the Princess Royal steamboat to Messrs. Richard Shiel and Company, of Liverpool; that he does not recollect the state of these cases, but if the receipt he gave for them bore or acknowledged that they were received by him in good order and condition, the cases must to outward appearance have been in good order and condition, as it is his uniform practice to mark upon the receipt given for goods any appearance of wetness upon the cases, or any marks of any kind, such as being chipped or bruised.

To the third interrogatory he saith, that said cases, when taken off the cart which brought them, if they were not instantly put on board of the steamboat, would be put under the shed, where the steamboat was lying, and if put under the shed would be kept dry, and would not lie many hours; that the said cases where sent by the Princess Royal steamboat, consigned to Messrs. Richard Shiel and Company, of Liverpool, the day they were received from the house of J. & P. Coats; that he cannot recollect the condition of the goods at the time he received them, but, as before stated, if the receipt granted by him declared that they were in good condition, they must have been so; as before stated, if goods were not received in good condition, the receipt always declared that they were not.

To the fourth interrogatory he saith, that he doth not know any other matter or thing than what he has already declared to.

DUNCAN McMURCHY.

Deposed to at Glasgow, the first day of March, eighteen hundred and forty-nine years.

Before JOSEPH COWDEN, [L. S.]
Commissioner,
THOMAS SOMERVAIL, [L. S.]
Commissioner.
JOHN STEWART, JR., [L. S.]
Clerk.

Cross interrogatories.

To the first cross interrogatory the said Duncan McMurchy saith, that he did not open any of the said cases nor any of the boxes therein, to examine the state of the thread; that it is not part of his duty to open such boxes, or any packages of merchandise, consigned to him or the said steamboat company to be forwarded, and make an examination of the internal condition of the articles contained therein; that at no time are boxes or cases of goods, or packages of merchandise, opened by him to examine the internal condition of the goods therein; that he means, when he states that said goods or cases were received in good order, that the external condition was in good order, and that he knew nothing about the internal condition of them; and that the internal condition of them could not be known unless the cases were opened and their contents examined.

To the second cross interrogatory he saith, that he does not know whether cotton thread is or is not an article particularly liable to be somewhat stained by exposure to a damp atmosphere, and that he does not know any thing about means adopted for its preservation; that in fact he knows nothing whatever about the packing of thread for transportation.

To the third cross interrogatory he saith, that he knows nothing except what he has before declared to.

DUNCAN McMURCHY.

Deposed to at Glasgow, the first day of March, eighteen hundred and forty-nine years.

Before JOSEPH COWDEN, [L. S.]
Commissioner.
THOMAS SOMERVAIL, [L. S.]
Commissioner.
JOHN STEWART, JR., [L. S.]
Clerk.

Liverpool commission.

THE UNITED STATES OF AMERICA,
District of South Carolina.

The United States of America, to Messrs. William Stewart, David Lamb, and James Wason, attorneys and solicitors, Wason's building, greeting:

Whereas a certain cause is now depending in the federal circuit court

for the said district, on an appeal from the district court, holding admiralty jurisdiction, wherein Barnwell & Ravenel are appellants, and T. Clark, master, and others, owners of the barque Susan W. Lind, &c., are respondents.

And it being necessary to the investigation of the said cause, that certain persons, viz., Messrs. Richard Shiel and Company, and their clerks, resident in Liverpool, should be examined on certain interrogatories:

Now, know ye, that in confidence of your prudence, ability, and integrity, you are, by these presents, appointed, and full power and authority are given hereby to you, any two or more of you, diligently to examine all witnesses whatsoever, upon certain interrogatories to be exhibited to you, as well on the part of the said appellants as on the part of the said respondents, or either of them; and, therefore, you, and two or more of you, are hereby authorized and required, on certain days, and at certain places to be appointed by you for that purpose, to cause the said witnesses to come before you, and then and there to examine each of them apart on the said interrogatories, on their respective corporal oaths first taken before you, or any two or more of you, and to take such their examinations, and reduce them into writing on paper, and when you shall have so taken them, to send the same to the judges of the said federal circuit court, in and for the district aforesaid, closed up, and under your seals, distinctly and plainly set together, with the said interrogatories and this writ.

And you, and every of you, are hereby further required, that before you act in, or be present at, the swearing or examining of any witness or witnesses, you do severally take the oath first specified in the schedule hereunto annexed; and you, or any two, or one of you, are hereby authorized and empowered, jointly and severally, to administer such oath to the rest, or any other of you; and you are hereby further authorized and required, jointly and separately, to administer the oath, last specified in the said schedule hereunto annexed, to all and every of the clerks or clerk, employed in taking, transcribing, or engrossing the deposition or depositions of witnesses so examined by virtue of these presents; before they, or he, shall be permitted to act as clerks or clerk, or be present at such examination.

Witness the honorable R. B. Taney, chief justice of the United States of America, this twenty-seventh day of November, in the year of our Lord one thousand and eight hundred and forty-eight, and in the seventy-third year of the sovereignty and independence of the United States of America.

[L. S.]

H. Y. GRAY, *Clerk circuit court.*

Commissioner's oath.

You shall, according to the best of your knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examination and deposition of all and every witness and witnesses, produced and examined by virtue of the commission hereunto annexed,

upon the interrogatories now produced and left with you. And you shall not publish, disclose, or make known to any person or persons whatsoever, except the clerk or clerks by you employed, and sworn to secrecy in the execution of this commission, the contents of all or any of the depositions of the witnesses, or any of them, to be taken by you and the other commissioners, in the commission named or any of them, by virtue of the said commission, until publication shall pass by rule or order of the federal circuit court aforesaid. So help you God.

Clerk's oath.

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take and write down, transcribe and engross, the depositions of all and every witness and witnesses, produced before, and examined by, the commissioners, or any of them, named in the commission hereunto annexed, as far forth as you are directed and employed by the said commissioners, or any of them, to take, and write down, and engross, the said depositions, or any of them. And you shall not publish, disclose, or make known, to any person or persons whatsoever, the contents of all, or any of the depositions of the witnesses, or any of them, to be taken or written down, transcribed or engrossed, by you, or whereto you shall have recourse, or be any wise privy, until publication shall pass by rule or order of the federal circuit court aforesaid. So help me God.

Instructions for the commissioners.

The commissioners must first attend to the instructions contained in the commission; after which, when they are proceeding to business, they will put the first interrogatory to the first witness produced, and set down his answer thereto on a sheet entitled "deposition of witnesses sworn and examined," &c., &c.; when done with this, they will put the second interrogatory, and set down his answer to that also, and so on till they have finished putting the interrogatories to him; they will then proceed to examine such other witnesses as may be produced, in which case they will entitle their depositions in the same manner as those of the first, with the difference of the parties' name, age, &c., &c. They will then fix and seal the several sheets together, and set their hands and seals at the bottom of the whole, and their hands to each sheet, leaving the covering sheet on the outside of the whole; then enclose the whole, commission and all, in a large paper, well sealed up, with their seals, with their names affixed thereto; and having first endorsed the packet, on a corner thereof, with the names of the parties in the same manner as is done on the covering sheet of the depositions, direct the same to Henry Y. Gray, esq., clerk of federal court, Charleston, South Carolina.

If this commission is returned by post, one of the commissioners who examined the witness, must endorse and sign a certificate that the same was lodged by himself in the post office at

N. B. Should the sheets annexed not be sufficient, the commis-

sioners can easily tack others thereto, putting the covering sheet over the whole, any *any* two of the commissioners will be sufficient to take the examination.

Interrogatories.

BARNWELL & RAVENEL
vs.
THE BARQUE SUSAN W. LIND, &c.

Interrogatories for Richard Shiel and company, merchants, and for their clerks, witnesses, residing in Liverpool, produced and examined on the part of libellants.

Interrogatory first. What is your business and occupation, and what was it about 4th March, 1848?

Second interrogatory. Have you any knowledge of a consignment of 24 or any other number of cases of cotton thread of the manufacture of J. & P. Coats, forwarded to you from Glasgow, on board the Princess Royal, in February or March, 1848? If yea, declare the particulars of said consignment, and in what condition each case was at the time you received it, and whether any of them had suffered any kind of injury or damage?

Third interrogatory. What became of the same consignment; is it, or is it not, the same which was shipped by you on board the Susan W. Lind, consigned to Barnwell & Ravenel, at Charleston? If yea, declare the particulars, and when shipped, and more especially what was the condition of each case at the time it was shipped.

Fourth interrogatory. Have you any knowledge of the internal condition of the said cases? If yea, declare. If not, say whether you have much acquaintance with the thread manufactured by J. & P. Coats; and if yea, what is its general condition and reputation in commerce; and what precautions are usually taken to preserve it from injury.

Fifth interrogatory. Is the thread of J. & P. Coats a subject of much or little trade? Has it given general satisfaction; is it secured against internal injury, and how? Is it more or less secure than that prepared at other manufactories of thread, and why?

Sixth interrogatory. Do you know any other matter or thing tending to shew that the cases of thread shipped by you to Messrs. Barnwell & Ravenel, 4th March, 1848, on board the barque Susan W. Lind, were in good order, internally as well as externally? If yea, declare the same as fully as though specially interrogated.

MEMMINGER & JERVEY,
Libellants' commissioner. *Libellants' Proctors.*

Cross interrogateries.

Commission to Liverpool.

BARQUE SUSAN W. LIND, &c., ads. BARNWELL & RAVENEL.

Cross interrogatories for Richard Shiel & Co., and for their clerks, witnesses, residing at Liverpool.

First cross interrogatory. If, in your answer to the second interrogatory in chief, you say that you have any knowledge of twenty-four cases of cotton thread of the manufacture of J. & P. Coats, forwarded to you from Glasgow, and that the same were received by you from Glasgow, in the Princess Royal, in February or March, 1848, in good order, please state whether you opened the boxes containing the thread or not, and examined it in the several boxes. When you say the cases were in good order, do you or not refer to the external good condition of the cases only? Do you or not regard it as a part of your business, as consignees of merchandise, to open the boxes or packages, and examine the internal condition of their contents?

Second cross interrogatory. Do you or not know of your own knowledge any thing of the contents of the said cases; or is not your information with regard to their contents confined to what was communicated to you by the person or persons who consigned the cases to you?

Third cross interrogatory. If you say you are acquainted with this kind of cotton thread, is or is it not liable to be stained or injured by exposure to a damp atmosphere? Is it or not your opinion that the most secure mode of packing this thread, when it is to be shipped for port to port at great distances, to exclude it altogether from damp air, is by putting it in boxes rendered impervious to the atmosphere?

Fourth cross interrogatory. Are not boxes and casks of merchandise landed on the wharves, in Liverpool, ready for shipment, frequently exposed to wet weather before they can be taken on board ship?

Fifth cross interrogatory. Is it or not within your knowledge or information, that the said J. & P. Coats have been advised to pack their cotton thread more securely from the influence of a moist atmosphere? Do you or not know that they have latterly adopted tin instead of wooden boxes for packing their thread, to some extent, if not altogether?

Sixth cross interrogatory. Have or not complaints been made through you to J. & P. Coats, from their agents or other persons in the United States, of the insecure mode of packing this thread; and have you or not advised the said J. & P. Coats to adopt a more efficient mode of protecting the article from the injurious influence of moisture, &c.?

Seventh cross interrogatory. If you know any other matter or thing of advantage to the parties defendants in this case, state the same as fully as if particularly interrogated thereto.

"C. R. BREWSTER,"
Proctor for Respondents.

Respondents' commissioner, James Wasen; esquire, attorney and solicitor, Wasen's buildings, Liverpool.

Depositions of witnesses in Liverpool.

BARNWELL & RAVENEL
vs.
BARQUE SUSAN W. LIND, &c.

Depositions of witnesses sworn and examined by virtue of the commission hereto annexed, on the part of the libellants, the 7th and 8th March, 1849.

Richard Shiel, of Liverpool, in the county of Lancaster, in that part of the United Kingdom of Great Britain and Ireland called England, aged fifty-eight years, in answer to the first interrogatory, says that he is now, and was on the fourth day of March, one thousand eight hundred and forty-eight, a general merchant, at Liverpool aforesaid.

Second. In answer to the second interrogatory, witness says, that he has a knowledge of a consignment of twenty-four cases of cotton thread, of the manufacture of J. & P. Coats, from Glasgow by the Princess Royal steam vessel, the particulars of which said consignment of twenty-four cases (which were wooden,) whether tinned inside or not, witness cannot say, but the same were stated to be cotton thread, and valued for custom-house entry at eight hundred pounds; witness is able to state this after referring to his books; witness cannot say in what condition the cases were at the time they were shipped, but his instructions to his clerks and servants invariably are, never to receive any goods that have the least appearance of damage; witness never saw the cases, and cannot therefore state in what condition each or any of such cases was or were, but concludes that they were in good order when shipped from Liverpool.

Third. In answer to the third interrogatory witness says, that the consignment was shipped by him on board the Susan W. Lind, and consigned to Barnwell and Ravenel, at Charleston, in Carolina, in the United States of America. Never having seen any or either of the cases, he cannot speak of the condition of either or any of them, at the time they were shipped, and cannot declare the particulars further than as above.

Fourth. In answer to the fourth interrogatory witness says, that he has no personal knowledge of the internal condition of said cases; that he is well acquainted with the thread manufactured by J. and P. Coats, and that its general condition is very good, and its reputation in commerce is also very good, and that he does not know what precautions are usually taken for preservation from injury; witness states that the goods generally come to them packed in wooden cases, but cannot say how they are internally secured.

Fifth. In answer to the fifth interrogatory witness says, that the thread of J. and P. Coats is a subject of very considerable trade, and that it certainly has given general satisfaction; witness does not know how it is secured against internal injury, and cannot say whether it is more or less secure than that prepared at other manufactories of thread.

Sixth. In answer to the sixth interrogatory witness says, that he does

not know any other matter or thing tending to show that the cases of thread shipped by witness and his partner to Messrs. Barnwell and Ravenel, on the fourth day of March, one thousand eight hundred and forty-eight, on board the barque Susan W. Lind, were in good order internally as well as externally.

Cross interrogatories.

First. In answer to the first cross interrogatory witness says, that he did not open the boxes containing the thread, nor examine it in the several boxes; witness did not see the cases, and therefore cannot speak as to their condition, either internally or externally; witness certainly does not regard it as a part of his business, as consignee of merchandise, to open the boxes or packages and examine the internal condition of their contents.

Second. In answer to the second cross interrogatory witness says, that he does not know, of his own knowledge, anything of the contents of said cases, and that his information, with regard to their contents, is confined to what was communicated to him by the person or persons who consigned the cases to him.

Third. In answer to the third cross interrogatory witness says, that all the cotton thread, like all other goods, is liable to injury by exposure to a damp atmosphere, and that it is unquestionably his opinion that the most secure mode of packing this thread, when it is to be shipped from port to port, at great distances, to exclude it altogether from damp air, is by putting it in tin boxes, or otherwise rendering the cases impervious to the atmosphere.

Fourth. In answer to the fourth cross interrogatory witness says, that cases of merchandise, from Glasgow, by steamer, landed on the wharves of Liverpool, ready for shipment, are landed on quays, protected by sheds, and thence taken by cart, generally covered by tarpaulins in wet weather, to the quay where vessels lay bound to the United States, which quay is also protected by sheds.

Fifth. In answer to the fifth cross interrogatory witness says, that it is not within his knowledge or information that the said J. and P. Coats have been advised to pack their cotton thread more securely from the influence of a moist atmosphere; witness knows that Messrs. J. and P. Coats have for several years past adopted tin cases, inside the wooden ones, for the West India markets, but cannot say how they packed inside the wooden ones for the United States of America, nor does witness know that they have latterly adopted tin instead of wooden cases.

Sixth. In answer to the sixth cross interrogatory witness says, that complaints have never been made through him to J. and P. Coats, from their agents or other persons in the United States, of the insecure mode of packing of this thread, and that he has not advised the said J. and P. Coats to adopt a more efficient mode of protecting the article from the injurious influence of moisture, &c.

Seventh. In answer to the seventh cross interrogatory witness says, that he does not know any other matter or thing of advantage to the parties defendants in this case.

Christopher James Corbally, of Liverpool aforesaid, aged thirty-six years, in answer to the first interrogatory, says that his business now is, and was in March, one thousand eight hundred and forty-eight, a general merchant, and was then, and still is, partner with Richard Shiel, the last witness examined.

Second. In answer to the second interrogatory witness says, that he has a knowledge of the consignment of twenty-four cases of cotton thread of the manufacture of J. and P. Coats, forwarded to him and his partner from Glasgow, on board the Princess Royal, in February or March, one thousand eight hundred and forty-eight; the particulars are, that Messrs. J. and P. Coats, consigned to the firm of Messrs. Shiel and Company, twenty-four wooden cases, stated by Messrs. J. and P. Coats to be cotton thread, valued for custom house entry at eight hundred pounds; witness did not see any of the cases at the time they were received by his firm, and cannot say in what condition each case, or any of such cases, was or were at the time they received such cases, nor whether any of them had suffered any kind of injury or damage.

Third. In answer to the third interrogatory witness says, that the consignment was shipped on the fourth day of March, one thousand eight hundred and forty-eight, by the Susan W. Lind, and consigned to Messrs. Barnwell and Ravenel, at Charleston, in South Carolina, the particulars of which are stated in the answer to the previous interrogatory; witness did not see any of the cases at the time they were shipped, or at any other time.

Fourth. In answer to the fourth interrogatory witness says, that he has no knowledge of the internal condition of the said cases; that he has not much acquaintance with the thread manufactured by J. and P. Coats, but it has a good reputation in commerce, so far as witness knows and believes; witness does not know what precautions are usually taken for preservation from injury beyond the covering of a wooden box.

Fifth. In answer to the fifth interrogatory witness says, that the thread of J. and P. Coats is a subject of considerable trade, and believes it to give general satisfaction; witness cannot say whether it is secured from internal injury or not, further than by a wooden case; witness cannot say whether or not it is more secure than other thread, prepared at other manufactories, never having seen any consignment of thread for the United States, except that of Messrs. J. and P. Coats.

Sixth. In answer to the sixth interrogatory witness says, that he does not know any other matter or thing tending to show that the cases of thread, shipped by the said Messrs. Shiel and Company to the said Messrs. Barnwell and Ravenel, on the fourth day of March, one thousand eight hundred and forty-eight, on board the barque Susan W. Lind, were in good order internally as well as externally.

Cross interrogatories.

First. In answer to the first cross interrogatory witness says, that he did not open the said cases or boxes containing the thread, nor examine it in the several boxes; witness did not see the cases, and therefore cannot speak as to their condition, either externally or internally; witness does not regard it as part of his business, as consignee of merchandise, to open the boxes or packages, and examine the internal condition of their contents.

Second. In answer to the second cross interrogatory witness says, that he does not, of his own knowledge, know anything of the contents of the said cases, and that his information, with regard to the contents, is confined to what was communicated to him by the persons who consigned the cases to his said firm of Messrs. Shiel and Company.

Third. In answer to the third cross interrogatory witness says, that this cotton thread, like all other cotton goods, is liable to be stained or injured by damp atmosphere; it is witness' opinion that the most secure mode of packing this thread, when it is to be shipped from port to port, at great distances, to exclude it altogether from damp air, is by putting it in tin boxes rendered impervious to the atmosphere.

Fourth. In answer to the fourth cross interrogatory witness says, that boxes and cases of merchandise, landed on the wharves in Liverpool, ready for shipment, are not frequently exposed to wet weather before they can be taken on board ship.

Fifth. In answer to the fifth cross interrogatory witness says, that it is not within his knowledge or information that the said J. & P. Coats have been advised to pack their cotton thread more securely from the influence of a moist atmosphere: witness does not know that they have latterly adopted tin instead of wooden boxes for packing thread at all.

Sixth. In answer to the sixth cross interrogatory witness says, that complaints have not been made through him to J. & P. Coats from their agents, or other persons, in the United States, of the insecure mode of packing this thread; and witness has not advised the said J. & P. Coats to adopt a more efficient mode of protecting the article from the injurious influence of moisture, &c.

Seventh. In answer to the seventh cross interrogatory witness says, that he does not know any other matter or thing of advantage to the parties defendants in this case.

Bernard McNally, of Liverpool aforesaid, in answer to the

First interrogatory says, that he is now, and was in March, one thousand eight hundred and forty-eight, in the employment of Messrs. Shiel & Company, in Chapel street, Liverpool, merchants, as warehouseman.

Second and Third. In answer to the second and third interrogatories witness says, that he has no knowledge of the consignment of twenty-four cases of cotton thread of the manufacture of J. & P. Coats, forwarded to his employers, Messrs. Shiel & Company, from Glasgow,

on board the Princess Royal, and cannot therefore declare the particulars of said consignment, nor in what condition each case was at the time it was said to be received, nor whether any of the said cases had suffered any injury or damage, nor can witness declare what became of the said consignment, nor whether it was or was not the same which was said to be shipped by his said employers on board the Susan W. Lind, consigned to Messrs. Barnwell & Ravenel, at Charleston; nor can witness declare the particulars, nor when shipped, nor what was the condition of each case at the time it was shipped.

Fourth. In answer to the fourth interrogatory witness says, that he has no knowledge of the internal condition of the said cases, and has no acquaintance whatever with the thread manufactured by J. & P. Coats; and witness cannot say what precautions are usually taken to preserve it from injury.

Fifth. In answer to the fifth interrogatory witness says, that he cannot say whether the thread of Messrs. J. & P. Coats is a subject of much or little trade or not, nor whether it does or does not give general satisfaction; witness cannot say whether it is secured against internal injury or not, nor whether it is or not more or less secured than that prepared at other manufactories of thread.

Sixth. In answer to the sixth interrogatory, witness says, that the only matter or thing that he knows of the cases in question, said to be shipped per the Susan W. Lind, for Charleston, on the fourth day of March, one thousand eight hundred and forty-eight, tending to show that the same cases were in good order externally, is his presumption, that if any appearance of external injury to the cases had been apparent, his employers would not have allowed them to be shipped.

"JAMES WASEN." [L. S.]
"WILLIAM STUART." [L. S.]
"D. LAMB." [L. S.]

Witness to the signatures of the above named James Wasen, W. Stuart, and D. Lamb, in the presence of—

"THOMAS SWARBRICK,"

Clerk to Messrs. Wasen & Fletcher, solicitors, Liverpool, and sworn clerk to the before named commissioners.

Philadelphia Commission.

UNITED STATES OF AMERICA,
The State of South Carolina, in the court of admiralty.

The United States of America, South Carolina district, to William Rawle and John H. Friske, greeting:

Whereas a certain cause is now depending in the court of admiralty of the said State, wherein Barnwell and Ravenel are libellants, and the barque Susan W. Lind and owners are respondents. And it being necessary to the investigation of the said cause that certain persons, to wit, Joseph W. Bates and Thomas Meller, residents in Philadelphia, should

be examined on certain interrogatories: Now, know ye, that in confidence of your prudence, ability, and integrity, you are, by these presents, appointed, and full power and authority are given hereby to you, any two or more of you, diligently to examine all witnesses whatsoever, upon certain interrogatories to be exhibited to you, as well on the part of the said libellants as on the part of the said respondents, or either of them; and therefore you, and two or more of you, are hereby authorized and required, on certain days, and at certain places, or to be appointed by you for that purpose, to cause the said witnesses to come before you, and then and there to examine each of them apart on the said interrogatories, on their respective corporal oaths, first taken before you, or any two or more of you, and to take such their examinations, and reduce them into writing on paper; and when you shall have so taken them, to send the same to the judges of the said court of admiralty, in the district aforesaid, closed up, and under your seals, distinctly and plainly set together, with the said interrogatories and this writ: And you, and every of you, are hereby further required that before you act in, or be present at, the swearing or examining of any witness or witnesses, you do severally take the oath first specified in the schedule hereunto annexed. And you, or any two or one of you, are hereby authorized and empowered, jointly or severally, to administer such oath to the rest, or any other of you; and you are hereby further authorized and empowered, jointly or severally, to administer such oath to the rest, or any other of you; and you are hereby further authorized and required, jointly and separately, to administer the oath last specified in the said schedule hereunto annexed, to all and every of the clerks or clerk employed in taking, transcribing, or engrossing the deposition or depositions of the witnesses so examined by virtue of these presents, before they or he shall be permitted to act as clerks or clerk, or be present at such examination.

Witness the honorable R. B. Taney, chief justice of the United States, this seventh day of March, in the year of our Lord one thousand eight hundred and forty-nine, and in the seventy-third year of [L. S.] sovereignty and independence of the United States of America.

"H. Y. GRAY."

Clerk circuit court.

Commissioner's oath.

You shall, according to the best of your knowledge, truly, faithfully, and without partiality to any or either of the parties in this cause, take the examination and deposition of all and every witness and witnesses produced and examined by virtue of the commission hereunto annexed, upon the interrogatories now produced and left with you; and you shall not publish, disclose, or make known to any person or persons whatsoever, except the clerk or clerks by you employed and sworn in secrecy to the execution of this commission, the contents of all, or any, of the depositions of the witnesses, or any of them, to be taken by you and the other commissioners in the commission named, or any of them, by

virtue of the said commission, until publication shall pass by rule or order of the court of admiralty. So help you God.

Clerk's oath.

You shall truly, faithfully, and without partiality to any or either of the parties in this cause, take and write down, transcribe and engross, the depositions of all and every witness and witnesses, produced before and examined by the commissioners, or any of them, named in the commission hereunto annexed, as far forth as you are directed and employed by the said commissioners, or any of them, to take and write down, and engross, the said depositions, or any of them. And you shall not publish, disclose, or make known to any person or persons whatsoever, the contents of all or any of the depositions of the witnesses, or any of them, to be taken or written down, transcribed or engrossed, by you, or whereto you shall have recourse, or be any ways privy, until publication shall pass by rule or order of the court of admiralty. So help you God.

Instructions for the commissioners.

The commissioners must first attend to the instructions contained in the commission; after which, when they are proceeding to business, they will put the first interrogatory to the first witness produced, and set down his answer thereto on a sheet entitled "Deposition of witnesses sworn and examined," &c., &c.; when done with this, they will put the second interrogatory, and set down his answer to that also, and so on, till they have finished putting the interrogatories to him; they will then proceed to examine such other witnesses as may be produced; in which case they will entitle their depositions in the same manner as those of the first, with the difference of the parties' name, age, &c., &c.; they will then fix and seal the several sheets together, and set their hands and seals at the bottom of the whole, and their hands to each sheet, leaving the covering sheet on the outside of the whole; then to enclose the whole, commission and all, in a large paper, well sealed up with their seals, with their names affixed thereto. And having first endorsed the packet, on a corner thereof, with the names of the parties, in the same manner as is done on the covering sheet of the depositions, direct the same to Henry Y. Gray, esq., clerk of the circuit court, U. S., at Charleston, South Carolina. If this commission is returned by post, one of the commissioners who examined the witness, must endorse and sign a certificate that the same was lodged by himself in the post office at Philadelphia.

N. B. Should the sheets annexed not be sufficient, the commissioners can easily tack others thereto, putting the covering sheet over the whole, and two of the commissioners will be sufficient to take the examination.

Interrogatories.

BARNWELL & RAVENEL
vs.
Barque SUSAN W. LIND and Owners.

Interrogatories to be propounded to Joseph W. Bates, Thomas Meller, witnesses residing in Philadelphia, produced for libellant.

First. What is your age and occupation?

Second. Have you any acquaintance with the cotton thread known in commerce as J. & P. Coats' thread; have you ever received consignments, or made purchases of said thread; in what mode was it put up; and in what order was it generally found to be?

Third. Was the said thread packed in wooden or tin boxes, or in paper; is the mode of packing in wooden boxes more or less, or equally, safe with that of using tin boxes; have you ever known internal injury to the thread result from using wooden boxes, or from any other cause? If yea, declare fully.

Fourth. What protection does your experience prove to be sufficient to secure the thread from injury; and what kind of injury is the tin intended as protection?

Fifth. Would you consider the mode used by the Coats of packing in paper wrappings, and then in wooden boxes, sufficient or not?

Sixth. Is the spool cotton thread, such as that manufactured by the Coats, more or less liable to injury than other cotton goods?

Seventh. Do you know any other matter or thing tending to shew that the thread of the libellants was well and sufficiently put up, or suffered injury from no internal defect or injury? If yea, declare the same as though particularly interrogated.

MEMMINGER & JERVEY,
Libellants' proctors.

WM. RAWLE,
Libellants' commissioner.

Cross interrogatories.

Barque SUSAN W. LIND & Owners
ads.
BARNWELL & RAVENEL.

Cross interrogatories to be propounded to Joseph W. Bates, and Thomas Meller, witnesses residing in Philadelphia, produced for libellants.

First. If you say that you are acquainted with J. & P. Coats' thread, and have received consignments of it from them or their agents, please say if any of the thread received by you has been stained or injured from moisture, or exposure to a damp atmosphere. If yea, was the injury occasioned by the thread being insecurely put up in wooden boxes?

Second. Have you not recommended, either to J. & P. Coats or

their agents, to have the thread put up more securely from the effects of moisture?

Third. Have you ever advised the packing of the thread in tin boxes; have you any knowledge that J. & P. Coats have followed the recommendation of their friends in the United States, and that they have, of late, used tin boxes instead of wooden ones?

Fourth. Is it or not your opinion that the only secure mode of putting up the thread to be shipped to the United States, is in tin boxes?

Fifth. Have you or not been advised by J. & P. Coats, or their agents, by letter or otherwise, that they have adopted the suggestions of their customers in the United States, and substituted tin cases for wooden ones, to insure the better preservation of their threads from moisture and damp? If yea, state fully; and if such information has been conveyed to you in writing, or in print, please affix the same to your answers.

Sixth. Has or has not all the thread of J. & P. Coats, which has been consigned to you in tin boxes, been received in perfect order; and have you or not received some in wooden boxes, which has been slightly stained or spotted from moisture?

Seventh. Is or not the thread of J. & P. Coats a superior article, of excellent quality, and well prepared; is it or not liable to injury from dampness when transported from place to place, at great distances, unless securely packed?

Eighth. Do you know any other matter or thing tending to shew that the thread of the libellants was not well and sufficiently put up; or that the same may have suffered injury from internal defects? If yea, declare the same as though particularly interrogated.

"C. R. BREWSTER,"
Proctor for respondents.

JOHN H. FRISK, esq.,
Commr. for So. Ca., residing in Philadelphia, resp'ts' commr.

Deposition of Thomas Meller, a witness produced, affirmed (he being conscientiously scrupulous of taking an oath) and examined by virtue of the annexed commission, on the sixteenth day of March, anno domini one thousand eight hundred and forty-nine, at the office of William Rawle, No. 131, Walnut street, in the city of Philadelphia, and State of Pennsylvania, before William Rawle and John H. Frick, (erroneously written Friske,) the commissioners named in the annexed commission, in a certain cause now depending in the court of admiralty of the State of South Carolina, wherein Barnwell & Ravenel are libellants, and the barque Susan W. Lind and owners are respondents; on the part of the libellants.

Thomas Meller, a merchant of the city of Philadelphia, a witness produced on the part of the libellants, being duly affirmed according to law, (said witness being conscientiously scrupulous of taking an oath,) answers as follows to the interrogatories propounded to him:

First. To the first interrogatory on the part of the libellant he answers as follows:

I am forty-nine years of age and upwards, and my occupation is that of a merchant.

Second. To the second interrogatory on the part of the libellant he answers as follows:

I have knowledge of the cotton thread known in commerce as J. & P. Coats' thread. I have not received consignments, but I have made purchases of said thread. It was put up as follows: a hundred dozen were put up in brown paper parcels, and eight of those parcels in a wooden box. All that I have received was put up in that manner; it was generally found to be in good order; it was always in good order.

Third. To the third interrogatory on the part of the libellant he answer as follows:

I have already stated the manner in which the thread received by me was packed, in my answer to the next preceding interrogatory. The mode of packing in wooden boxes, in my opinion, is less safe than packing in tin boxes. My opinion on this subject extends to the packing of all goods, not only cotton thread. I have never known internal injury to the thread result from using wooden boxes, or from any other cause connected with packing.

Fourth. To the fourth interrogatory on the part of the libellants he answers as follows:

My experience proves that packing in brown paper parcels, put up in wooden boxes, is sufficient to secure the thread from injury. I am unable to state what kind of injury the tin is intended as protection, having had no experience on the subject.

Fifth. To the fifth interrogatory on the part of the libellants he answers as follows:

I should consider the mode used by the Coats' of packing in paper wrapping and then in wooden boxes, sufficient.

Sixth. To the sixth interrogatory on the part of the libellants he answers as follows:

I do not think that the spool cotton thread, such as that manufactured by the Coats, more liable to injury than other cotton goods.

Seventh. To the seventh interrogatory on the part of the libellants he answers as follows:

I know nothing of the matters inquired of in this interrogatory.

Cross interrogatory.

First cross. To the first cross interrogatory on the part of the respondents he answers as follows:

None of the cotton thread of J. and P. Coats received by me has been stained or injured from moisture or exposure to a damp atmosphere.

Second cross. To the second cross interrogatory on the part of the respondent he answers as follows:

I have never recommended, either to J. & P. Coats or to their agents, to have their thread put up more securely from the effects of moisture.

Third cross. To the third cross interrogatory on the part of the respondents he answers as follows:

I have never ordered the packing of the thread in tin boxes. I have no knowledge that J. & P. Coats have followed the recommendation of their friends in the United States, and that they have of late used tin boxes instead of wooden ones.

Fourth cross. To the fourth cross interrogatory on the part of the respondents he answers as follows:

It is not my opinion that the only secure mode of putting up the thread to be shipped to the United States is in tin boxes.

Fifth cross. To the fifth cross interrogatory on the part of the respondents, he answers as follows:

I have no knowledge of the matters inquired of in this interrogatory.

Sixth cross. To the sixth cross interrogatory on the part of the respondents, he answers as follows:

I have never received any of the thread of J. & P. Coats in tin boxes, and all of said thread that I have received in wooden boxes has been received in perfect order.

Seventh cross. To the seventh cross interrogatory on the part of the respondents he answers as follows:

The thread of J. & P. Coats is a superior article, of excellent quality, and well prepared. It is liable to injury from dampness when transported from place to place, at great distances, unless securely packed; but not more so than other cotton goods, as I have already stated.

Eighth cross. To the eighth cross interrogatory on the part of the respondents he answers as follows:

I know nothing of the matters inquired of in this interrogatory.

"THOS. MELLER."

"WILLIAM RAWL," [L. S.]

"JOHN H. FRICK," [L. S.]

Commissioners.

WILLIAM HENRY RAWLE, *Clerk.*

Deposition of Joseph W. Bates, a witness produced, affirmed, (he being conscientiously scrupulous of taking an oath,) and examined by virtue of the annexed commission, on the fifteenth day of March, anno domini one thousand eight hundred and forty-nine, at the office of William Rawle, No. 141 Walnut street, in the city of Philadelphia, and State of Pennsylvania, before William Rawle and John H. Frick, (erroneously written Friske,) the commissioners in the annexed commission named, in a certain cause now depending in the court of admiralty of the State of South Carolina, wherein Barnwell & Ravenel are libellants, and the barque Susan W. Lind and owners are respondents; on the part of the libellants.

Joseph William Bates, a merchant of the city of Philadelphia, a witness produced on the part of the libellants, being duly affirmed, accord-

ing to law, (said witness being conscientiously scrupulous of taking an oath,) answers as follows to the interrogatories propounded to him:

First. To the first interrogatory on the part of the libellants he answers as follows:

I am thirty years of age and upwards; my occupation is that of a merchant.

Second. To the second interrogatory on the part of the libellants he answers as follows:

I am well acquainted with the cotton thread known in commerce as J. & P. Coats' thread. I have never received consignments, but I have made many purchases of said thread; some of it was put up in paper parcels, the most of it in wooden boxes; afterwards one or two shipments were put up in tin, and afterwards in something which appeared to me to be zinc; it was generally found to be in very good order.

Third. To the third interrogatory on the part of the libellants he answers as follows:

As I have already stated, some of it was put up in paper parcels, the most of it in wooden boxes; afterwards one or two shipments were put up in tin, and afterwards in something which appeared to me to be zinc.

The mode of packing in wooden boxes is not so safe as in tin boxes, which are always hermetically sealed. I do not know of any internal injury to the thread result from using wooden boxes, except where it was damaged by sea water on the voyage. I have known of one shipment that was put up in wooden boxes and damaged by sea water; I am unable to state more fully, except that it was a considerable shipment that was damaged.

Fourth. To the fourth interrogatory on the part of the libellants he answers as follows:

My experience proves that packing in tin boxes or other metallic boxes hermetically sealed is sufficient to secure the thread from injury. The kind of injury against which tin is intended as a protection, is damage from sea water, from which I consider it a perfect protection.

Fifth. To the fifth interrogatory on the part of the libellants he answers as follows:

I consider the mode used by the Coats of packing in paper wrappings and then in wooden boxes, sufficient, were it not for the injury done to the reputation of the cotton, by its being damaged at all, which would require it to be sold for a less price than the standard price.

Sixth. To the sixth interrogatory on the part of the libellants he answers as follows:

The spool cotton thread manufactured by the Coats' is not more liable to injury than other cotton goods, and is less liable to injury than some description of cotton goods.

Seventh. To the seventh interrogatory on the part of the libellants he answers as follows:

The thread of J. & P. Coats received by us, has always been better

put up than the thread of any other manufacture which we have received; I am not aware of its having ever suffered from any internal defect or injury.

I am unable to give any further answer to this interrogatory.

Cross interrogatories.

First cross. To the first cross interrogatory on the part of the respondents he answers as follows:

Some of J. & P. Coats' thread purchased and received by us has been stained and injured by the voyage of importation by sea water, but not from moisture or exposure to a damp atmosphere, or any other such cause.

The injury was not occasioned by its being put up insecurely in wooden boxes.

Second cross. To the second cross interrogatory on the part of the respondents he answers as follows:

I have recommended to J. & P. Coats to have the thread put up in tin boxes in order to avoid any damage at all in the voyage of importation from sea water.

Third cross. To the third cross interrogatory on the part of the respondents he answers as follows:

I have advised the packing of the thread in tin boxes. I do [not] know that J. & P. Coats have followed the recommendation of their friends in the United States, and that they have of late used tin boxes or other metallic boxes, instead of wooden boxes.

Fourth cross. To the fourth cross interrogatory on the part of the respondents he answers as follows:

In my opinion the only perfectly secure mode of putting up thread to prevent it receiving damage from sea water on the voyage, (I mean any damage whatever on its voyage to this country,) is to put it up in tin or other metallic boxes.

Fifth cross. To the fifth cross interrogatory on the part of the respondents he answers as follows:

When I was in Scotland, last summer, I was told by J. & P. Coats that they would adopt the suggestion of their customers in the United States, and substitute tin cases for wooden ones, for the better preservation of their thread from moisture and dampness from sea water, in case they found such substitution would have the desired effect. Before I left England they sent me a tin case for my inspection, which I approved of. I do not recollect that I have any letter from them on this subject, but on every box containing one hundred dozen there is a printed communication purporting to be from J. & P. Coats, one of which communication taken by me from one of said boxes, marked "A," and further identified by my signature, I annex to my deposition.

Sixth cross. To the sixth cross interrogatory on the part of the respondents he answers as follows:

All the thread of J. & P. Coats which has been received by us in tin or metallic boxes has been received in perfect order; some of the

cotton received by us in wooden boxes has been stained and spotted by moisture from sea-water, but not from moisture from any other cause that I am aware of.

Seventh cross. To the seventh cross interrogatory on the part of the respondents he answers as follows:

The thread of J. & P. Coats is a superior article, of excellent quality, and well prepared. It is not more liable to injury than other goods, from dampness, if packed with equal care. I am not able to give any further answer to this cross-interrogatory.

Eighth cross. To the eighth cross interrogatory on the part of the respondents he answers as follows:

If the thread of the libellants was put up in the manner in which the thread we used to receive in wooden boxes was put up I do not think it could have received any injury from internal defect; but I do not, of my own knowledge, know how the thread of the libellants was put up, further than that I have been told it was put up in wooden boxes. I know nothing further of the matters inquired of in this cross interrogatory.

JOS. WM. BATES.
WILLIAM RAWLE, [L. S.]
JOHN H. FRICK. [L. S.]
WILLIAM HENRY RAWLE, *Clerk.*

A.

J. & P. Coats have been recommended, by several of their largest customers in the United States, to substitute tin cases for wooden ones, to insure the better preservation of their threads from moisture and damp. They have now accordingly adopted the suggestion of their friends, at a considerable additional expense for boxes, of which they doubt not their customers generally will approve. (Endorsed) A, Jos. Wm. Bates. This exhibit A referred to by the witness, Jos. W. Bates, in his answer to the fifth cross interrogatory.

WILL'M RAWLE.

We, William Rawle and John H. Frick, (erroneously written Friske,) the commissioners in the annexed commission named, do hereby certify, that, before we acted in the execution of the said commission, or were present at the affirmation or examination of any witness or witnesses, the said William Rawle took an affirmation (he being conscientiously scrupulous of taking an oath) in the form specified in the schedule to the said commission annexed, and the said John H. Frick took the oath first specified in the said schedule annexed; that we then appointed William Henry Rawle our clerk, to take and engross the depositions of witnesses so to be examined by virtue of said commission; and, before he was permitted to act as clerk, or be present at such examinations, we did administer to the said clerk the oath last specified in the said schedule to the said commission annexed. That, on the day and at the place in the

caption of the deposition of Joseph W. Bates mentioned, we examined the said Joseph W. Bates apart on the interrogatories and cross interrogatories to the said commission annexed, on his solemn affirmation before us (he being conscientiously scrupulous of taking an oath); and that, at the time and place in the caption of the deposition of Thomas Meller mentioned, we examined the said Thomas Meller apart upon the said interrogatories and cross interrogatories, upon his solemn affirmation, first taken before us, (he being conscientiously scrupulous of taking an oath). And that we did cause the said examination to be reduced to writing in our presence, by our said clerk, and to be signed by the said witnesses, respectively, in our presence.

In witness whereof we have hereunto subscribed our names and affixed our seals this seventeenth day of March, anno domini one thousand eight hundred and forty-nine.

WILLIAM RAWLE, [L. S.]
JOHN H. FRICK, [L. S.]
Commissioners.

And afterwards, to wit, at the March term of the said circuit court, in the year of our Lord one thousand eight hundred and forty-nine, in the record of the proceedings of said court is the following entry:

Tuesday, 8th May, 1849.

The court met according to adjournment; present, his honor James M. Wayne.

Decree.

BARNWELL & RAVENEL
vs.
THE BARQUE SUSAN W. LIND.

Libel, damage to cargo, on appeal from the district court.

The court pronounced the following decree in this case:

Whereas in a certain cause, civil and maritime, of damage to cargo, moved and prosecuted before the district court of the said United States, for the South Carolina district, on behalf of Barnwell & Ravenel, against the barque Susan W. Lind, her tackle, apparel, and furniture, and against all persons in general having any right, title, or interest therein, it was, on the 24th day of June, anno domini 1848, by a decree of the said court, "Ordered, adjudged, and decreed, that the libel filed in this case be dismissed with costs, on the ground of there not being introduced at the trial of the cause sufficient evidence to establish the fact of the goods of the libellants, shipped on board of the barque Susan W. Lind, being in good order and condition at the time of their shipment;" and whereas an appeal on the part of Barnwell & Ravenel, the said libellants, has since been heard, it is now hereby

ordered, adjudged, and decreed, that the said decree of the district court be reversed, conclusive evidence having been given to this court, which was not produced before the said district court, as to the shipment of the goods at Liverpool in good order and condition; and it is further ordered, adjudged, and decreed, that the respondents pay to the libellants the sum of two thousand two hundred and twenty-eight dollars eighty-nine cents ($\$2,228\frac{89}{100}$), together with the costs of suit; and that, unless they shall do so within thirty days after the date of this decree, *that* execution shall issue against Tristram Clark, Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams, (who have been admitted as claimants in the said cause, and to whom the said barque, with her appurtenances aforesaid, had in due form of law been delivered on stipulation,) and against Edward Sebring and T. W. Johnson, their sureties on the said stipulation.

(Signed) JAMES M. WAYNE,
Associate Justice Sup. Court of the United States.

THE UNITED STATES OF AMERICA,
South Carolina district.

Know all men by these presents, that we, Tristram Clark, Royal Williams, Ebenezer McLellan, Thomas McLellan, James R. S. Williams, R. H. Tucker, junior, and Thaddeus Street, are held and firmly bound unto Nathaniel Barnwell and James Ravenel, copartners, trading under the firm of Barnwell and Ravenel, in the full and just sum of four thousand dollars, lawful money of the said United States, to be paid to the said Nathaniel Barnwell and James Ravenel, copartners as aforesaid, or to their attorney, executors, administrators, or assigns; to which payment, well and truly to be made and done, we bind ourselves, and each and every of our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated the twenty-first day of June, in the year of our Lord one thousand eight hundred and forty-nine, and in the seventy-third year of the sovereignty and independence of the United States of America.

Whereas the above bounden Tristram Clark, Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams, have appealed to the Supreme Court of the United States, from a decree of the circuit court of the United States, for the district of South Carolina, bearing date the eighth day of May, one thousand eight hundred and forty-nine, in a cause in which the said Barnwell & Ravenel were libellants, and the said Tristram Clark, Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams, were claimants of the barque Susan W. Lind, her tackle, apparel, and furniture, and respondents: now, therefore, the condition of this obligation is such that, if the above named appellants, Tristram Clark, Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams, shall prosecute their appeal to effect, and answer and pay all such damages and costs as shall be adjudged and decreed by the said Supreme Court against them as such appellants therein, if they fail to

make their plea good, and in all respects conform to and abide by such order or orders as may be made in the premises, then and in such case this obligation shall be void, or else to be and remain in full force and virtue.

TRISTRAM CLARK,
Pr. att'y, P. A. CHAZAL, [L. S.]
ROYAL WILLIAMS,
Pr. att'y, P. A. CHAZAL, [L. S.]
EBENEZER McLELLAN,
Pr. att'y, P. A. CHAZAL, [L. S.]
THOMAS McLELLAN,
Pr. att'y, P. A. CHAZAL, [L. S.]
JAMES R. S. WILLIAMS,
Pr. att'y, P. A. CHAZAL, [L. S.]
R. H. TUCKER, jr., [L. S.]
T. STREET. [L. S.]

Taken and acknowledged before me,
GEORGE BUIST,
U. S. commissioner, So. Ca. district.

The security to this bond being by me deemed amply sufficient, I hereby approve the same. 21st June, 1849.
Signed, R. B. GILCHRIST,
Judge of the United States for the district of South Carolina.

Certificate of clerk.—South Carolina district.

OFFICE OF CLERK OF CIRCUIT COURT,
Charleston, 17*th November*, 1849.

I do certify, that these eighty-six pages of paper contain just and true copies of the proceedings, both in the district and circuit courts of the United States, for this district, in the case of Barnwell & Ravenel vs. The barque Susan W. Lind, which are of record in this office.

[SEAL.] In testimony whereof I have hereunto set my hand, and affixed the seal of the said circuit court.
H. Y. GRAY, *Clerk circuit court.*

Circuit court of the United States, for the sixth circuit, and district of South Carolina.

BARNWELL & RAVENEL
vs.
THE BARQUE SUSAN W. LIND, her tackle, apparel, and furniture, Tristram Clark, Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams, claimants and respondents.

In admiralty.

The above named respondents, conceiving themselves aggrieved by the final sentence or decree, entered on the 8th day of May last, in the

above entitled cause, do hereby appeal therefrom to the Supreme Court of the United States; and they pray that this their appeal may be allowed, and that a transcript of the record, proceedings, and evidence in the cause, duly authenticated, may be sent to the said Supreme Court.

C. R. BREWSTER,
Proctor for Respondents.

Circuit court of the United States, for the district of South Carolina.

TRISTRAM CLARK, Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams, claimants of the barque Susan W. Lind, her tackle, &c., appellants,
advs.
BARNWELL & RAVENEL, appellees.
} In admiralty.

To the Supreme Court of the United States.

The petition of appeal of the above named Tristram Clark, Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams, respectfully shews, that a decree was lately made in the circuit court of the United States, for the district of South Carolina, bearing date the eighth day of May last, in a certain cause of admiralty and maritime jurisdiction pending in the said court; wherein the above named Barnwell & Ravenel were libellants, and the above named Tristram Clark, Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams were defendants, in and by which said decree it was "ordered, adjudged, and decreed, that the decree of the district court be reversed, conclusive evidence having been given to this court, which was not produced before the district court, as to the shipment of the goods in Liverpool in good order and condition; and it is further ordered, adjudged, and decreed, that the respondents pay to the libellants the sum of two thousand two hundred and twenty-eight dollars 89 cents, ($2,228 89,) together with the costs of suit; and that, unless they shall do so within thirty days after the date of this decree, that execution shall issue against Tristram Clark, Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams, who have been admitted as claimants in the said cause, and to whom the said barque, with her appurtenances aforesaid, had in due form of law been delivered on stipulation, and against Edward Sebring and T. W. Johnson, their sureties, on the said stipulation;" which said decree of the said circuit court is as these appellants are advised erroneous, and ought to be reversed.

Wherefore, these appellants respectfully pray, that the said decree may be reversed, and that such other decree may be made by this court, as shall be agreeable to equity and good conscience, and that these appellants may be restored to all things which they have lost by said decree. And these appellants, as in duty bound, will ever pray.

Dated this twelfth day of May, 1849.

C. R. BREWSTER,
Proctor for Appellants.

UNITED STATES OF AMERICA, ss.

To Nathaniel Barnwell and James Ravenel, co-partners in trade, under the name and firm of Barnwell & Ravenel, greeting:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States, to be holden at Washington, on the first Monday in December next, pursuant to an appeal from a decree of the circuit court of the United States, for the district of South Carolina, wherein Tristram Clark, Royal Williams, Ebenezer McLellan, Thomas McLellan, and James R. S. Williams, claimants of the barque Susan W. Lind, her tackle, apparel, and furniture, are appellants, and you are appellees; to shew cause, if any there be, why the said decree should not be corrected and speedy justice be done to the parties in that behalf.

Witness the honorable R. B. Gilchrist, judge of the United States, for the district of South Carolina, and one of the judges of the circuit court of the United States, for the said district, this twenty-third day of June, in the year of our Lord one thousand eight hundred and forty-nine.

R. B. GILCHRIST,
Judge of the United States, for the district of South Carolina, &c., &c.

We acknowledge service of this citation, 23d June, 1849.
MEMMINGER & JERVEY.